

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

September 27, 2018

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

Also Via Teleconference At

AUSTIN COURTHOUSE  
COMMISSION OFFICE  
122 MAIN STREET  
AUSTIN, NEVADA

9:00 A.M

Call to Order

Pledge of Allegiance

A Moment of Silence

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

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

Commissioners Reports on meetings, conferences and seminars attended

Staff Reports on meetings, conferences and seminars attended

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

**\*CONSENT AGENDA\***

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

\*(1) Approval of September 27, 2018 Agenda Notice

\*(2) Approval of July 26, 2018 Meeting Minutes

\*(3) Approval of August 9, 2018 Meeting Minutes

\*(4) Approval of August 23, 2018 Meeting Minutes

\*(5) Approval of August 30, 2018 Special Meeting Minutes

\*(6) Approval of the Payment of Bills

\* (7) Approval of Payroll Change Requests

**\*COMMISSIONERS\***

- \* (1) Discussion and possible action to approve/disapprove the passage of Ordinance 2018-03, amending Title 2, Chapter 06 of the Lander County Code deleting references to an Executive Director and defining all matters relating to, and to modify the duties and powers of the County Manager position, and all other matters properly related thereto.

*Public Comment*

- \* (2) Discussion and possible action to approve/disapprove the passage of Ordinance 2018-04, amending Title 2, Chapter 07 of the Lander County Code deleting references to supervisors and defining all matters relating to, and to modify the duties and powers of the Public Works Director position, and all other matters properly related thereto.

*Public Comment*

- \* (3) Discussion and possible action to approve/disapprove the passage of Ordinance 2018-05, amending Title 5, Chapter 020 of the Lander County Code to include various marijuana facilities to be fingerprinted for local business licenses, and all other matters properly related thereto.

*Public Comment*

- \* (4) Discussion only regarding concerned citizens against A-2 Zoning for the cultivation of marijuana, and all other matters properly related thereto.

*Public Comment*

- \* (5) Discussion and possible action to approve/disapprove the permit for temporary occupancy of Nevada Department of Transportation Right-of-Way for the Battle Mountain High School Homecoming Parade, Friday, October 12, 2018 at 12:00 pm, closing East Front Street, Broad Street, East 8<sup>th</sup> Street, and ending at the Elementary School on Altenburg Street, approval has already been granted by the State of Nevada Department of Transportation to close state highways East Front Street and Broad Street at the above stated time and date, and all other matters properly related thereto.

*Public Comment*



- \*(6) Discussion and possible action to approve/disapprove the recommendation of the Planning Commission for the following zone change request for William and Heather Kohlmeier from the eastern 716.27 feet of APN#010-280-04 and 010-280-06 from farm and ranch district (A-3) to one acre agricultural district (A-1) with a minimum lot size of 2.5 acres, leaving the westerly 610 feet of each parcel zoned as A-3 to create a buffer zone to existing farm and ranch operations, and all other matters properly related thereto.

*Public Comment*

- \*(7) Discussion and possible action to approve/disapprove the recommendation of the Planning Commission for the following zone change request for Eric & Stacy Ragland from A-3 Farm and Ranch District to A-2 Five Acre Agricultural District: APN's 010-280-20 and 010-280-24 located on Faded Sage Drive, and all other matters properly related thereto.

*Public Comment*

- \*(8) Discussion only regarding an update on the Mill Creek Campground provided by BLM Representatives Jon Sherve and Anna O'Brien, and to review the Mill Creek Enhancement Plan, and all other matters properly related thereto.

*Public Comment*

- \*(9) Discussion and possible action regarding the Battle Mountain Levee and an update provided by Summit Engineering, and all other matters properly related thereto.

*Public Comment*

**\*BOARD APPOINTMENTS\***

- \*(10) Discussion and possible action to appoint/reappoint one individual to fill one vacancy on the Lander County Advisory Board to Manage Wildlife to a three year term expiring June 30, 2021 and to consider each of the following:

- a) Ted McElvain;
- b) Phil Gray;

And all other matters properly related thereto.

*Public Comment*

**\*PUBLIC WORKS\***

- \*(11) Discussion and possible action to approve/disapprove the Professional Engineering Services Proposal for Allen Road Water Main Loop and the White Knife Water and Sewer Service from Day Engineering in an amount not to exceed \$257,500.00, and all other matters properly related thereto.

*Public Comment*

**\*COMMISSIONERS\***

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

- \*(12) Discussion and possible action to approve/disapprove a liquor license to Kristi Lindsay for the The Barr located at 130 E. Front Street Ste. 1, Battle Mountain, Nevada, and all other matters properly related thereto.

*Public Comment*

- \*(13) Discussion and possible action to approve/disapprove a liquor license for Kelli Sondermann, Michael Sondermann, and Michelle Rowan for Overtime Sports Bar & Grill located at 870 S. Broad Street, Battle Mountain, Nevada, and all other matters properly related thereto.

*Public Comment*

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

- \*(14) Discussion and possible action regarding the formation of a Rural Fire Company for the purpose of strategically placing fire equipment on local ranches within Lander County, and whether to include this in the Lander County Code Chapter 9.28; County Fire Department ordinance, and all other matters properly related thereto.

*Public Comment*

- \*(15) Discussion and possible action of the Lander County Board of Commissioners to give direction regarding Union Contract Negotiations, and all other matters properly related thereto.

*Public Comment*

- \*(16) Discussion and possible action regarding a contract between United Construction and Lander County for the remodel of the Lander County Sheriff's Office to approve/disapprove/modify, and all other matters properly related thereto.

*Public Comment*

- \*(17) Discussion and possible action to approve/disapprove an Addendum, to the Fixed Base Operator contract between Fallon Airmotive and Lander County for the Battle Mountain and Austin Airports, to include the lease of a 5000 gallon fuel truck, and all other matters properly related thereto.

*Public Comment*

- \*(18) Discussion and possible action to approve/disapprove a contract between Overhead Fire Protection and Lander County for maintenance services at the Administration Building, and all other matters properly related thereto.

*Public Comment*

- \*(19) Discussion and possible action regarding paramedicine services within Lander County and all other matters properly related thereto.

*Public Comment*

- \*(20) Update from Lander County EMS, and all other matters properly related thereto.

*Public Comment*

- \*(21) Discussion for possible action requesting the District Attorney's office give written notice to Keith Westengard regarding place and time the Lander County Commission will have his performance evaluation, and all other matters properly related thereto.

*Public Comment*

**\*CORRESPONDENCE**

- \*(22) Correspondence/reports/potential upcoming agenda items.

*Public Comment*

Public Comment - For non-agendized items only. Persons are invited to submit comments in writing and/or attend and make comments on any non- agenda item at the Board meeting if any, and

*discussion of those comments at the discretion of the Board. All public comment may be limited to three (3) minutes per person, again at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.*

### ADJOURN

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

### NOTE: TIMES ARE APPROXIMATE

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

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

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

### AFFIDAVIT OF POSTING

State of Nevada     )  
                                      ) ss  
County of Lander    )

Keith Westengard, Lander County Manager of said Lander County, Nevada, being duly sworn, says, that on the 21<sup>st</sup> day of September, 2018, he posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Keith Westengard, Lander County Manager



Subscribed and sworn to before me this 21<sup>st</sup> day of September, 2018

Witness



Name of Agenda: Lander County Board of Commissioners

Date of Meeting: September 27, 2018

*Cindy Benson*  
*Lander County Fiscal Officer*


---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200212**



---

Cindy Benson – Fiscal Officer

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

WINNEMUCCA PUB. CO., INC.

08/30/18

200212

08/30/18

SUBSCRIBER 001292

1 YEAR RENEWAL

35.00

35.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200211**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

THOMSON WEST

08/30/18

200211

08/30/18

838647730

8/1/18 JULY 2018

1,566.00

1,566.00

PLEASE DETACH AND FILE



*Cindy Benson*  
*Lander County Fiscal Officer*


---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200206**



---

**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

RENO HYDRAULIC & REBUILD INC 08/30/18

200206

08/30/18	61174-C
08/30/18	83003
08/30/18	84619

12/21/17	HYD MOTOR
1/24/18	PARTS
4/11/18	PARTS

349.13
124.22
201.14

674.49

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200198**

*Cindy Benson*

---

**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

HY T. FORGERON

08/30/18

200198

08/30/18  
08/30/18  
08/30/18

REIMBURSEMENT FOOD  
REIMBURSEMENT FUEL  
REIMBURSEMENT RGSTRN

8/28-29/18 LAS VEGAS  
8/28-29/18 LAS VEGAS  
8/28-29/18 LAS VEGAS

115.00  
454.53  
199.00

768.53

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200194**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

CHIP COLPITTS

08/30/18

200194

08/30/18  
08/30/18

1808130022  
1808130052

8/13/18 AUSTIN EMS RUN  
8/13/18 AUSTIN EMS RUN

50.00  
50.00

100.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200193**

*Cindy Benson*

---

**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

DEBORAH CARDOZA

08/30/18

200193

08/30/18  
08/30/18

1808130022  
1808130052

8/13/18 AUSTIN EMS RUN  
8/13/18 AUSTIN EMS RUN

100.00  
100.00 ,

200.00

PLEASE DETACH AND FILE



*Cindy Benson*  
*Lander County Fiscal Officer*


---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200191**



---

Cindy Benson – Fiscal Officer

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

TINA MARIE BISIAUX

08/30/18

200191

08/30/18

8/2/18 - 8/26/18

PATCH CHANGES

440.00

440.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200190**

*Cindy Benson*

---

**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

ELIZABETH BARELA

08/30/18

200190

08/30/18	ADVANCE FOOD	9/12-14/18	RENO	HR	SEMNR	115.00
08/30/18	ADVANCE FUEL	9/12-14/18	RENO	HR	SEMNR	236.53
08/30/18	ADVANCE LODGING	9/12-14/18	RENO	HR	SEMNR	399.50

751.03

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200213**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

BUSINESS CARD

09/06/18

200213

09/06/18	ADOBE	8/3/18	
09/06/18	AMAZON	8/20/18	179.88
09/06/18	APCO	8/2/18	299.96
09/06/18	CHEVRON	8/20/18	25.00
09/06/18	CHEVRON	8/19/18	77.64
09/06/18	NCCHC	8/17/18	44.80
09/06/18	PAYPAL	8/17/18	49.00
09/06/18	PROSPECTOR	7/24/18	99.00
09/06/18	RAMADA	8/20/18	202.26
09/06/18	WALMART	7/24/18	112.39
09/06/18	4 TEAM	8/17/18	56.66
			90.86

1,237.45

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200214**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

MAX W. BUNCH

09/06/18

200214

09/06/18  
09/06/18

REIMBURSEMENT FOOD  
REIMBURSEMENT HOTEL

7/11/18 DV MEETING  
7/11/18 DV MEETING

58.00  
73.15

131.15

PLEASE DETACH AND FILE



*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200220**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

NV PUBLIC AGENCY INS POOL

09/06/18

200220

09/06/18  
09/06/18

5078/3445  
5079/3445

4/18/18

4/18/18 STRG SHDS BURGLRY

515.30  
1,000.00

1,515.30

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200222**



---

Cindy Benson – Fiscal Officer

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

PROMINENCE HEALTH PLANS

09/06/18

200222

09/06/18

ARINV0000237344

6/1/18 UNDERPAID INVOICE

16,510.17

16,510.17

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200224**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

ST OF NEVADA

09/06/18

200224

09/06/18

REGISTRATION

BM FIRE TANKER

7.00

7.00

PLEASE DETACH AND FILE

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200226**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

TYLER BUSINESS FORMS

09/06/18

200226

09/06/18

17451

6/25/18 SHIPPING

120.83

120.83

PLEASE DETACH AND FILE



*Cindy Benson*  
*Lander County Fiscal Officer*



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

*Cindy Benson*  
Fiscal Officer

*09-13-18*

**LANDER COUNTY COMMISSION MEETING**  
September 27, 2018

**RATIFY**  
**SUBMITTED EXPENDITURES IN THE AMOUNT OF \$997,339.62**  
**From Check #200229 thru #200345**

Report No: PB1308  
Run Date : 09/12/18  
CHECK

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 1

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200229	ADVANCED DATA SYSTEMS INC	7/31/18 DISTRICT COURT		9/12/18	94862	300.00	
		8/31/18 WATER & SEWER		9/12/18	94862	175.00	
		8/31/18 WATER & SEWER		9/12/18	94862	175.00	650.00
200230	AMENS LAW LTD.	8/2/18 CR 11001		9/12/18	94861	320.00	
		8/2/18 JV 1342		9/12/18	94861	680.00	
		8/2/18 CR 11002		9/12/18	94861	920.00	
		8/2/18 JV 1323		9/12/18	94861	1,370.00	3,290.00
200231	AMERICAN RED CROSS	8/22/18 LAUGHON, DANIELLE		9/12/18	94859	108.00	108.00
200232	AMPED-OUT-ELECTRICAL, LLC	7/11/18 AUSTIN POOL		9/12/18	94860	9,675.17	
		8/13/18 BM POOL		9/12/18	94860	191.50	
		8/17/18 NEW GATE AIRPORT		9/12/18	94860	180.52	
		8/17/18 145 W. 3RD ST		9/12/18	94860	636.45	
		8/17/18 BM COURTHOUSE		9/12/18	94860	85.00	
		8/20/18 REC CENTER MARQUE		9/12/18	94860	2,092.18	
		8/27/18 BM COURTHOUSE		9/12/18	94860	85.00	
		8/27/18 POOL BOOSTER PUMP		9/12/18	94860	425.00	
		8/28/18 GOLF COURSE		9/12/18	94860	197.12	13,567.94
200233	ATLANTIS CASINO RESORT	8/29/18 POWRIE, BRADEN		9/12/18	94858	563.28	563.28
200234	B M CLINIC	5/17/17 KAITLYN MCCONVILL		9/12/18	94866	115.00	
		5/31/18 WILLIAM COONEY		9/12/18	94866	115.00	
		6/1/18 CHANCE RUSSELL		9/12/18	94866	115.00	
		6/25/18 KATHERINE GRAHAM		9/12/18	94866	115.00	
		6/28/18 ADRIENE BURKHART		9/12/18	94866	115.00	
		7/9/18 ALDO CASTELLANOS		9/12/18	94866	115.00	
		7/9/18 DERLY JR MARTINEZ		9/12/18	94866	115.00	
		7/9/18 MICHAEL INGRAHAM		9/12/18	94866	115.00	
		7/13/18 LYNETTE FANTER		9/12/18	94866	115.00	
		7/30/18 RICHARD WILLIAMS		9/12/18	94866	115.00	
		8/2/18 DEAN KEMP		9/12/18	94866	115.00	1,265.00
200235	B M GENERAL HOSPITAL	8/16/18 SUPPLIES		9/12/18	94870	627.65	
		8/24/18 TIDI TOWELS		9/12/18	94870	16.09	643.74
200236	B M GENERAL HOSPITAL	4/20/18 KALA BLAYLOCK		9/12/18	94864	30.00	
		5/10/18 SALLY REPP		9/12/18	94864	30.00	
		5/15/18 DAMON SPRING		9/12/18	94864	30.00	
		5/17/18 MEGAN DESMOND		9/12/18	94864	30.00	
		5/21/18 MATTHEW GOULD		9/12/18	94864	30.00	
		5/22/18 SLAYBAUGH, SHERA		9/12/18	94864	30.00	
		5/24/18 SWANGER, JESSI		9/12/18	94864	30.00	
		5/24/18 SLYABAUGH, ADRIA		9/12/18	94864	30.00	
		5/29/18 VALLES, ALEX		9/12/18	94864	30.00	
		5/30/18 RUBIO, JULIAN		9/12/18	94864	30.00	

Report No: PB1308  
Run Date : 09/12/18  
CHECK

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 2

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5/31/18 COONEY, WILLIAM		9/12/18	94864	30.00	
		6/1/18 RUSSELL, CHANCE		9/12/18	94864	30.00	
		6/4/18 JACOBSEN, KOURAG		9/12/18	94864	30.00	
		6/4/18 MCNEFF, LEEANN		9/12/18	94864	30.00	
		6/12/18 MCNEFF, DALTON		9/12/18	94864	30.00	
		6/28/18 BURKHART, ADRIEN		9/12/18	94864	30.00	
		6/15/18 DAVID HOUSLEY		9/12/18	94864	1,265.25	
		7/9/18 CASTELLANOS, ALDO		9/12/18	94864	30.00	
		7/9/18 MARTINEZ JR, DERLY		9/12/18	94864	30.00	
		7/9/18 INGRAHAM, MICHAEL		9/12/18	94864	30.00	
		7/30/18 WILLIAMS, RICHARD		9/12/18	94864	30.00	
		8/2/18 KEMP, DEAN		9/12/18	94864	30.00	
		8/14/18 WILCOX, STEVEN		9/12/18	94864	30.00	
							1,925.25
200237	BLUE MOON PORTABLES	8/31/18 GOLF COURSE		9/12/18	94962	165.00	
		8/31/18 LANDFILL		9/12/18	94962	165.00	
							330.00
200238	BLUE TARP FINANCIAL, INC.	8/24/18 SPIKE AERATOR		9/12/18	94961	621.94	
		8/30/18 PUMP		9/12/18	94961	859.99	
							1,481.93
200239	BOARD OF REGENTS	8/23/18 WESTENGARD CARDS		9/12/18	94869	27.50	
							27.50
200240	BOB BARKER COMPANY, INC.	8/31/18 CREDIT		9/12/18	94867	228.08-	
		8/31/18 BUCKET MOP X 4		9/12/18	94867	304.64	
							76.56
200241	BOSS TANKS, INC.	8/20/18 GRIND ASPHALT		9/12/18	94868	14,841.95	
							14,841.95
200242	STACY BROOKS	POSTAGE		9/12/18	94863	3.65	
		SAFEWAY - FOOD		9/12/18	94863	20.53	
		POSTAGE		9/12/18	94863	2.40	
		WALMART - FOOD		9/12/18	94863	11.46	
		PONY CANYON - FOOD		9/12/18	94863	83.49	
		GENERAL STORE - FOOD		9/12/18	94863	5.84	
							127.37
200243	CASHMAN EQUIPMENT	8/9/18 PARTS		9/12/18	94871	345.87	
		8/10/18 BELTS		9/12/18	94871	114.41	
		8/14/18 BELT		9/12/18	94871	55.68	
		8/16/18 SWITCH/PIN		9/12/18	94871	74.53	
		8/17/18 HOSE		9/12/18	94871	223.75	
		8/17/18 ELEMENT		9/12/18	94871	83.08	
		8/23/18 PLATE PARTS		9/12/18	94871	115.19	
		8/29/18 AIR FILTER/STRIP		9/12/18	94871	341.32	
		8/30/18 ANTENNA		9/12/18	94871	141.84	
		9/4/18 LATCH		9/12/18	94871	303.12	
							1,798.79
200244	COURSON EQUIPMENT CO. INC	8/15/18 HYD HOSE		9/12/18	94872	452.90	
							452.90
200245	DALE'S SERVICE, INC.						

Report No: PB1308  
Run Date : 09/12/18

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 3

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		8/31/18 PRJCT LA-2018-092		9/12/18	94963	44,368.52	
		8/31/18 PRJCT LA-2018-093		9/12/18	94963	22,537.71	
							66,906.23
200246	DAY ENGINEERING						
		9/4/18 WATER MAIN TRANS		9/12/18	94966	25,000.00	
		9/4/18 PAVING PROJECT		9/12/18	94966	7,000.00	
		9/4/18 IZZENHOOD PAVING		9/12/18	94966	3,000.00	
							35,000.00
200247	DBT TRANSPORTATION						
		8/29/18 POWER SUPPLY		9/12/18	94873	829.00	
							829.00
200248	DESERT-MOUNTAIN SURVEYING						
		8/17/18 MINE MAP UPDATES		9/12/18	94874	2,880.00	
							2,880.00
200249	DEVNET INC.						
		9/1/18 QUARTERLY SOFTWARE		9/12/18	94964	11,407.40	
							11,407.40
200250	DIGITAL DOLPHIN SUPPLIES						
		8/17/18 TONER		9/12/18	94876	140.99	
		8/17/18 TONER		9/12/18	94876	509.97	
		8/17/18 TONER		9/12/18	94876	137.98	
							788.94
200251	DISPLAY SALES						
		8/27/18 FLAG		9/12/18	94965	184.00	
		8/30/18 FLAG		9/12/18	94965	142.00	
							326.00
200252	LURA DUVALL						
		10/1-5/18 ASSESSOR CNFRNC		9/12/18	94875	152.60	
		10/1-5/18 ASSESSOR CNFRNC		9/12/18	94875	194.38	
		10/1-5/18 ASSESSOR CNFRNC		9/12/18	94875	34.00	
							380.98
200253	ETCHEVERRYS FOOD TOWN						
		AUGUST STATEMENT		9/12/18	94877	17.23	
		AUGUST STATEMENT		9/12/18	94877	11.49	
		AUGUST STATEMENT		9/12/18	94877	78.05	
		8/16/18 BLEACH		9/12/18	94877	3.19	
							109.96
200254	FARMER BROTHERS						
		8/29/18 COFFEE/CREAMER		9/12/18	94879	110.65	
		8/29/18 COFFEE/CREAMER		9/12/18	94879	73.76	
							184.41
200255	FIRST ADVANTAGE OHS						
		8/31/18 DRUG TEST		9/12/18	94880	299.48	
							299.48
200256	G GRAPHICS						
		8/21/18 BUSINESS CRD DSGN		9/12/18	94968	15.00	
							15.00
200257	GEM ST. PAPER & SUPPLY CO						
		8/16/18 KITCHEN SUPPLIES		9/12/18	94881	222.49	
		8/16/18 KITCHEN SUPPLIES		9/12/18	94881	148.32	
		8/23/18 CARPET CLEANER		9/12/18	94881	109.28	
		8/23/18 BATH TISSUE		9/12/18	94881	99.30	
		8/30/18 KITCHEN SUPPLIES		9/12/18	94881	331.67	
		9/6/18 DIXIE CUPS		9/12/18	94881	45.50	
		8/30/18 SUPPLIES		9/12/18	94881	117.71	
		8/30/18 LOTION/SOAP/CLNR		9/12/18	94881	54.20	

Report No: PB1308  
Run Date : 09/12/18

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 4

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
							1,128.47
200258	NANCY J. WOTRUBA	8/17/18 N. 811 BOUNDRIES		9/12/18	94967	195.00	
		8/31/18 MAPPING SERVICES		9/12/18	94967	1,885.00	
		8/31/18 MINING CLAIM		9/12/18	94967	3,621.15	
							5,701.15
200259	MOLLY GONZALEZ	10/1-5/18 ASSESSOR CNFRNC		9/12/18	94882	388.76	
		10/1-5/18 ASSESSOR CNFRNC		9/12/18	94882	103.00	
							491.76
200260	HIGH DESERT ENGINEERING	8/16/18 PROF LAND SURVEY		9/12/18	94885	230.00	
							230.00
200261	HILLTOP REFRIDGERATION,	6/12/18 WINDOW UNIT		9/12/18	94883	2,453.93	
		9/5/18 HVAC/PUMP/LABOR		9/12/18	94883	862.78	
							3,316.71
200262	HUGHES NETWORK SYSTEMS,	8/20/18 INTERNET		9/12/18	94884	345.09	
							345.09
200263	HUMBOLDT PRINTERS, INC.	8/21/18 RECEIPT BOOKS		9/12/18	94886	120.00	
		8/21/18 VOTER REG CARD		9/12/18	94886	163.27	
		8/21/18 GATE FEE INVOICES		9/12/18	94886	607.51	
							890.78
200264	HUNT CONVENIENCE STORES	7/17/18 FUEL		9/12/18	94887	15.79	
							15.79
200265	I&E ELECTRIC	8/16/18 JAIL LIFT STATION		9/12/18	94891	300.00	
		8/16/18 JAIL LIFT STATION		9/12/18	94891	300.00	
		8/28/18 SLVR ST LIFT STN		9/12/18	94969	600.00	
							1,200.00
200266	INFINISOURCE	8/15/18 COBRA NOTICES		9/12/18	94890	1,669.28	
							1,669.28
200267	INLAND SUPPLY CO INC	8/23/18 TOILET MAT		9/12/18	94889	62.63	
		8/23/18 LOTION SOAP		9/12/18	94889	99.97	
		8/21/18 LINERS		9/12/18	94889	105.16	
		8/23/18 LINERS		9/12/18	94889	40.35	
		8/24/18 URINAL FLOOR MAT		9/12/18	94889	54.63-	
							253.48
200268	INTEGRITY PEST MANAGEMENT	8/11/18 AUSTIN POOL CRCKT		9/12/18	94888	800.00	
							800.00
200269	JNA CONSULTING	9/10/18 PREP DEBT MNGMNT		9/12/18	94970	600.00	
							600.00
200270	KENNEDY, APRIL	10/1-5/18 ASSESSOR CNFRNC		9/12/18	94893	291.57	
		10/1-5/18 ASSESSOR CNFRNC		9/12/18	94893	57.00	
							348.57
200271	KEYSTONE VETERINARY HOSP	7/20/18 SPAY/NEUTER		9/12/18	94894	100.00	
		7/20/18 SPAY/NEUTER		9/12/18	94894	50.00	

[illegible]

Report No: PB1308  
Run Date : 09/12/18

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 6

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200276	LONE WOLF COMMERCIAL	9/10/18 CIVIC CENTER		9/12/18	94896	1,400.00	
		9/10/18 145 W 3RD ST		9/12/18	94896	110.00	
		9/6/18 CIVIC CENTER		9/12/18	94896	335.00	1,845.00
200277	JOSEPH E. MC ELLISTREM	9/4/18 BCKGRND EVAL		9/12/18	94898	350.00	350.00
200278	MICHAEL CLAY CORPORATION	8/31/18 PRJCT LA-2018-091		9/12/18	94972	307,607.86	307,607.86
200279	MIDWAY MARKET	AUGUST STATEMENT		9/12/18	94897	196.04	
		AUGUST STATEMENT		9/12/18	94897	130.70	
		AUGUST STATEMENT		9/12/18	94897	11.16	337.90
200280	MIDWEST VETERINARY SUPPLY	8/23/18 FATAL PLUS		9/12/18	94975	82.00	82.00
200281	MILLER LAW, INC	7/3/18 JV 1330		9/12/18	94899	127.50	
		7/3/18 JV 1323		9/12/18	94899	170.00	
		7/3/18 JV 1032		9/12/18	94899	137.50	
		8/2/18 JV 1330		9/12/18	94899	37.50	
		8/2/18 JV 1323		9/12/18	94899	50.00	
		8/2/18 JV 1032		9/12/18	94899	37.50	560.00
200282	DYNA PARTS LLC	8/3/18 AIR FILTER		9/12/18	94901	39.30	
		8/6/18 RATCHET		9/12/18	94901	55.53	
		8/6/18 BALL/MOUNT		9/12/18	94901	69.83	
		8/6/18 LINK PIN		9/12/18	94901	13.76	
		8/7/18 CP SCREW		9/12/18	94901	2.75	
		8/9/18 CLAMP CONNECTOR		9/12/18	94901	3.79	
		8/9/18 AIR FILTER		9/12/18	94901	66.56	
		8/10/18 HITCH PIN		9/12/18	94901	4.91	
		8/13/18 AIR FILTER		9/12/18	94901	81.80	
		8/14/18 CABLE TIES		9/12/18	94901	6.95	
		8/15/18 EPOXY/CLEANER		9/12/18	94901	12.23	
		8/15/18 SUPPLY		9/12/18	94901	7.58	
		8/15/18 AIR FILTER		9/12/18	94901	69.32	
		8/15/18 AIR FILTER		9/12/18	94901	2.72	
		8/15/18 SLIME TIRE		9/12/18	94901	26.98	
		8/16/18 BELT/PULLEY		9/12/18	94901	54.93	
		8/16/18 MOTOR TUNE-UP		9/12/18	94901	6.99	
		8/21/18 OIL FILTER		9/12/18	94901	6.53	
		8/21/18 ROLLER SHADE		9/12/18	94901	4.49	
		8/21/18 BLUE DEF		9/12/18	94901	8.99	
		8/22/18 STRUT/SHOCK/PADS		9/12/18	94901	471.06	
		8/22/18 AIR FILTER		9/12/18	94901	23.29	
		8/22/18 SCREW/WIPER BLADE		9/12/18	94901	187.92	
		8/22/18 BATTERY/DEPOSIT		9/12/18	94901	99.27	
		8/23/18 FILTER KIT		9/12/18	94901	17.05	
		8/24/18 FILTER/GASKET		9/12/18	94901	102.08	
		8/24/18 OIL FILTER		9/12/18	94901	32.89	
		8/24/18 OIL PUMP FLUID		9/12/18	94901	15.77	

Report No: PB1308  
Run Date : 09/12/18  
CHECK

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 7

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		8/27/18 FILTERS		9/12/18	94901	5.26	
		8/27/18 BATTERY/CORE		9/12/18	94901	142.25	
		8/29/18 STRUT/FLTR KIT		9/12/18	94901	225.15-	
		8/29/18 DEXVIATF		9/12/18	94901	68.16	
		8/29/18 ADAPTER		9/12/18	94901	3.73	
		8/29/18 BATTERY/DEPOSIT		9/12/18	94901	192.92	
		8/31/18 SEALS		9/12/18	94901	32.33	
		9/4/18 POWERSTEERING		9/12/18	94901	6.35	
		9/4/18 POWERSTEERING		9/12/18	94901	4.23	
							1,725.35
200283	JERRY PHIL NATIONS						
		8/27/18 AUSTIN COURTHOUSE		9/12/18	94903	73.25	
		9/6/18 GOLF COURSE		9/12/18	94903	104.45	
		9/6/18 BREAK ROOM		9/12/18	94903	155.85	
							333.55
200284	NATIONWIDE DRAFTING &						
		8/15/18 OFFICE SUPPLIES		9/12/18	94902	470.23	
							470.23
200285	NEVADA ASSESSORS' ASSOC.						
		REGISTRATION FEE		9/12/18	94906	115.00	
		REGISTRATION FEE		9/12/18	94906	115.00	
		REGISTRATION FEE		9/12/18	94906	115.00	
		REGISTRATION FEE		9/12/18	94906	115.00	
							460.00
200286	NEVADA DEPT OF						
		7/31/18 CHICKEN STRIPS		9/12/18	94905	5.00	
		8/8/18 CHICKEN STRIPS		9/12/18	94905	20.70	
		8/8/18 CHICKEN STRIPS		9/12/18	94905	13.80	
							39.50
200287	NEWMAN TRAFFIC SIGNS						
		8/3/18 TRAFFIC SIGNS		9/12/18	94900	1,001.20	
		8/16/18 POST STD PUNCH		9/12/18	94900	211.89	
							1,213.09
200288	STATE OF NEVADA						
		9/1/18 2ND QUARTER FY2019		9/12/18	94904	37,500.00	
							37,500.00
200289	NEVADA DIVISION OF PUBLIC						
		9/4/18 SEPTEMEBER SERVICE		9/12/18	94973	3,399.25	
							3,399.25
200290	OFFICE DEPOT						
		8/30/18 PRINTER HP		9/12/18	94909	121.49	
		8/30/18 TONER HP 30A		9/12/18	94909	66.99	
							188.48
200291	OVERHEAD FIRE PROTECTION,						
		8/30/18 ANNUAL ALARM INSP		9/12/18	94907	800.00	
							800.00
200292	PC INTERNET						
		8/15/18 ROAD & BRIDGE		9/12/18	94912	80.00	
		8/26/18 ASSESSOR		9/12/18	94912	1,195.00	
		8/26/18 ASSESSOR		9/12/18	94912	1,345.00	
		8/26/18 ASSESSOR		9/12/18	94912	1,195.00	
							3,815.00
200293	PETERBILT TRUCK PARTS &						
		8/22/18 BATTERY		9/12/18	94914	353.88	
		8/22/18 BATTERY CORE		9/12/18	94914	90.00	
							443.88



Report No: PB1308  
Run Date : 09/12/18

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 8

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
200294	PHARMCHEM, INC.	8/31/18 SWEAT PATCH		9/12/18	94908	1,570.25	1,570.25
200295	PICTOMETRY INTERNATIONAL	8/30/18 ANNUAL RENEWAL		9/12/18	94878	4,050.00	4,050.00
200296	PLUMB LINE MECHANICAL INC	8/20/18 FREEZER REPAIR		9/12/18	94915	1,069.65	1,069.65
200297	POINT S BATTLE MTN TIRE &	8/15/18 GATOR		9/12/18	94911	244.00	
		8/27/18 UNIT 9		9/12/18	94911	43.20	
		9/5/18 UNIT T7		9/12/18	94911	149.50	
		9/6/18 07 CHEV SUBURBAN		9/12/18	94911	65.20	501.90
200298	POWERPLAN	7/17/18 FILTERS		9/12/18	94910	221.06	
		7/19/18 PARTS		9/12/18	94910	1,280.99-	
		7/25/18 FILTERS		9/12/18	94910	100.30	
		7/25/18 FILTERS		9/12/18	94910	316.85	
		7/18/18 TRBLSHT OVRHTNG		9/12/18	94910	1,497.74	854.96
200299	PRECISION DOCUMENT	8/28/18 ARCHIVE IMAGES		9/12/18	94913	192.44	
		8/28/18 ARCHIVE IMAGES		9/12/18	94913	192.16	384.60
200300	QUALITY TRANSPORT INC.	8/17/18 CON ROCK		9/12/18	94920	450.00	
		8/20/18 SAND		9/12/18	94920	1,491.91	
		8/31/18 ROADBASE		9/12/18	94920	585.00	2,526.91
200301	ROBERT QUICK	10/14/18 RIMS CONFERENCE		9/12/18	94921	195.00	195.00
200302	QUILL CORP	8/9/18 PAPER		9/12/18	94916	145.98	
		8/15/18 CLIPS/TAPE		9/12/18	94916	55.64	
		8/28/18 CARD FILE/BATTERY		9/12/18	94916	76.98	278.60
200303	QUILL CORP	8/13/18 PAPER/FOLDERS		9/12/18	94917	79.96	
		8/21/18 NOTEBOOKS		9/12/18	94917	20.97	
		8/21/18 FILE POCKETS		9/12/18	94917	28.99	
		8/22/18 RECIEPT BOOKS		9/12/18	94917	91.95	
		8/22/18 PENS		9/12/18	94917	25.49	
		8/22/18 PENS/NOTEBOOKS		9/12/18	94917	21.90	
		8/22/18 COFFEE		9/12/18	94917	33.97	
		8/22/18 PAPER PLATES		9/12/18	94917	79.98	
		8/31/18 TONER/FILE PCKTS		9/12/18	94917	348.96	
		8/29/18 BOOKENDS		9/12/18	94917	26.58	
		8/29/18 CALENDARS		9/12/18	94917	22.98	781.73
200304	QUILL CORP	9/4/18 TONER		9/12/18	94918	253.98	253.98
200305	QUILL CORP						

Report No: PB1308  
Run Date : 09/12/18

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 9

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		8/24/18 TONER INK		9/12/18	94919	483.98	483.98
200306	REBEL OIL CO, INC.	8/23/18 FUEL		9/12/18	94922	1,727.24	1,727.24
200307	RECREONICS, INC.	8/28/18 DRI DECK ROLL		9/12/18	94925	2,487.49	
		8/30/18 WIBIT FAST TRACK		9/12/18	94925	8,670.00	
		9/5/18 ENTRANCE SIGN		9/12/18	94925	200.10	11,357.59
200308	RENNER EQUIPMENT CO.INC.	9/6/18 GATOR SERVICE		9/12/18	94923	365.08	365.08
200309	RHP MECHANICAL SYSTEMS	7/31/18 BOCK WATER HEATER		9/12/18	94926	288.75	288.75
200310	ROCKY MTN INFO NETWORK	8/28/18 ANNUAL MMBRSHP		9/12/18	94924	100.00	100.00
200311	SAFETY SUPPLY AND SIGN CO	8/1/18 AUSTIN CEMETARY		9/12/18	94930	315.77	315.77
200312	SAUNDERS OUTDOOR ADVRTSNG	9/1/18 ADVERTISING		9/12/18	94940	2,000.00	2,000.00
200313	SEVEN VALLEYS LLC	BITING FLY WORK		9/12/18	94936	7,904.25	7,904.25
200314	BERRY ENTERPRISES	8/27/18 BATTERY		9/12/18	94938	617.80	617.80
200315	SILVER STATE INTERNAT.	8/22/18 SEAT		9/12/18	94928	482.30	482.30
200316	DESMOND SKEATH	9/4/18 AUSTIN FIRE HOUSE		9/12/18	94939	2,940.00	2,940.00
200317	SHRM	9/11/18 PROF MEMBER		9/12/18	94974	189.00	
		9/11/18 CRTFCTN PROGRAM		9/12/18	94974	1,495.00	1,684.00
200318	ST OF NEVADA	9/4/18 L.C. RETIREES		9/12/18	94935	5,840.19	5,840.19
200319	STATE FIRE SALES	8/20/18 HOOD CLEANING		9/12/18	94944	475.00	475.00
200320	STATE OF NEVADA DPS-RCC	8/31/18 FINGER PRINTS		9/12/18	94934	145.00	145.00
200321	ARACELI STEPHENS	10/14/18 RIMS CONFERENCE		9/12/18	94937	195.00	195.00
200322	DONNA STIENMETZ	10/1-5/18 ASSESSOR CNFRNC		9/12/18	94943	388.76	
		10/1-5/18 ASSESSOR CNFRNC		9/12/18	94943	103.00	

Report No: PB1308  
Run Date : 09/12/18  
CHECK

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 10

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
							491.76
200323	STONE HOUSE DRILLING &	8/27/18 CMAR		9/12/18	94929	241,639.00	241,639.00
200324	SUMMIT ENGINEERING CORP.	9/7/18 PRJCT 1-29735 9/7/18 PRJCT 1-30697		9/12/18 9/12/18	94931 94931	5,219.32 24,130.81	29,350.13
200325	SUMMIT PARTNERS LLC	8/31/18 MONITORS		9/12/18	94927	636.00	636.00
200326	SUN RIDGE SYSTEMS, INC	7/26/18 RIMS CONFERENCE		9/12/18	94942	2,390.00	2,390.00
200327	KYLE B. SWANSON ESQ.	8/7/18 CV 10278 8/7/18 JV 1320 8/7/18 CV 15-10593		9/12/18 9/12/18 9/12/18	94941 94941 94941	40.00 30.00 1,250.00	1,320.00
200328	SYSKO	8/15/18 8/15/18 8/22/18 8/22/18 9/5/18 9/5/18		9/12/18 9/12/18 9/12/18 9/12/18 9/12/18 9/12/18	94933 94933 94933 94933 94933 94933	305.20 203.46 247.04 164.70 199.06 132.71	1,252.17
200329	SYSKO FOOD SERVICES	8/30/18		9/12/18	94932	161.71	161.71
200330	THATCHER COMPANY, INC.	6/26/18 7/18/18 CHLORINE		9/12/18 9/12/18	94949 94949	420.00- 604.25	184.25
200331	THE SIDWELL COMPANY	8/22/18 MAPPING SERVICES 8/31/18 ADDRESS MAPPING		9/12/18 9/12/18	94945 94945	550.00 34,914.00	35,464.00
200332	BOBBY THOMAS	8/31/18		9/12/18	94948	422.41	422.41
200333	FERNANDO TORRES	8/27/18 FELINE NEUTER		9/12/18	94947	50.00	50.00
200334	TYLER TECHNOLOGIES, INC.	6/27/18 6/30/18 7/31/18 8/22/18 8/22/18 8/29/18 8/30/18 CREDIT ON ACCT		9/12/18 9/12/18 9/12/18 9/12/18 9/12/18 9/12/18 9/12/18	94946 94946 94946 94946 94946 94946 94946	3,360.00 840.00 975.00 4,375.00 625.00 5,500.00 1,600.00-	14,075.00
200335	VOGUE LINEN-UNIFORM RENT	8/2/18 AUSTIN 8/2/18 BMTN		9/12/18 9/12/18	94950 94950	381.03 339.17	

Report No: PB1308  
Run Date : 09/12/18

LANDER COUNTY  
CHECK REGISTER 9/12/18

Page 11

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		8/9/18 AUSTIN		9/12/18	94950	60.00	
		8/9/18 BMTN		9/12/18	94950	143.15	
		8/16/18 AUSTIN		9/12/18	94950	265.98	
		8/16/18 BMTN		9/12/18	94950	143.15	
		8/23/18 AUSTIN		9/12/18	94950	70.50	
		8/23/18 BMTN		9/12/18	94950	143.15	
							1,546.13
200336	PATSY WAITS	8/23-24/18 NACO		9/12/18	94957	35.00	
							35.00
200337	WASHOE COUNTY SHERIFF'S	8/6/18 FORENSIC SERVICES		9/12/18	94952	5,208.00	
							5,208.00
200338	WESTERN NEVADA SUPPLY CO	8/3/18 PARTS		9/12/18	94951	123.28-	
		8/16/18 PARTS		9/12/18	94951	391.98	
		8/20/18 PARTS		9/12/18	94951	24.60	
		9/5/18 PARTS		9/12/18	94951	130.66	
							423.96
200339	WESTERN NV KENWORTH, LLC	8/20/18 NUT/WASHER		9/12/18	94956	127.89	
							127.89
200340	FRANK WHITMAN	8/17/18 HRBWA		9/12/18	94958	154.78	
							154.78
200341	WINNEMUCCA PUB. CO., INC.	8/31/18 SEASONAL LABORERS		9/12/18	94953	252.00	
		8/31/18 CIVIC CNTR/LFGRD		9/12/18	94953	210.00	
		8/31/18 RECORDER CLERK		9/12/18	94953	126.00	
							588.00
200342	WINNEMUCCA PUB. CO., INC.	8/29/18 ORDINANCE		9/12/18	94954	255.16	
		8/29/18 ORDINANCE		9/12/18	94954	255.16	
							510.32
200343	WINNEMUCCA PUB. CO., INC.	8/29/18		9/12/18	94955	353.60	
							353.60
200344	MESHELL YOUNG	10/14/18 RIMS CONFERENCE		9/12/18	94959	195.00	
							195.00
200345	YOUTH CORRECTIONAL SERV.	2ND QUARTER		9/12/18	94960	16,887.75	
							16,887.75
							997,339.62
		CHECKS TOTAL					

*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200352**

*Cindy Benson*

---

**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

ETCHEVERRYS FOOD TOWN

09/14/18

200352

09/14/18

ACCT #229

AUGUST 2018 STATEMENT

1,010.71

1,010.71

PLEASE DETACH AND FILE

***Cindy Benson***  
***Lander County Fiscal Officer***


---

***LANDER COUNTY COMMISSION MEETING***

**September 27, 2018**

**APPROVE**

**Check #200359**



---

**Cindy Benson – Fiscal Officer**

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

MIDWAY MARKET

09/14/18

200359

09/14/18

ACCT #1134

AUGUST STATEMENT

1,446.34

1,446.34

PLEASE DETACH AND FILE



*Cindy Benson*  
*Lander County Fiscal Officer*

---

**LANDER COUNTY COMMISSION MEETING**

**September 27, 2018**

**APPROVE**

**Check #200379**

  
Cindy Benson – Fiscal Officer

---

COUNTY OF LANDER  
BATTLE MOUNTAIN, NEVADA

WELLS FARGO PAYMENT

09/14/18

200379

\*\* SEE ATTACHED \*\*

16,699.36

PLEASE DETACH AND FILE

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_1\_\_

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

Discussion and possible action to approve/disapprove the passage of Ordinance 2018-03, amending Title 2, Chapter 06 of the Lander County Code deleting references to an Executive Director and defining all matters relating to, and to modify the duties and powers of the County Manager position, and all other matters properly related thereto.

Public Comment:

Background: **Ordinance attached**

Recommended Action: **Approval**

SUMMARY: AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE LANDER COUNTY CODE DELETING REFERENCES TO AN EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY MANAGER POSITION; AND OTHER RELATED MATTERS.

TITLE: AN ORDINANCE AMENDING TITLE 2, CHAPTER 06 OF THE LANDER COUNTY CODE DELETING REFERENCES TO AN EXECUTIVE DIRECTOR AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE COUNTY MANAGER POSTION; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1:** Lander County Code, Title 2, Chapter 06, is hereby amended to read as follows:

**Chapter 2.06**

**~~EXECUTIVE DIRECTOR~~ COUNTY MANAGER**

**Sections:**

- 2.06.010 Purpose.
- 2.06.020 ~~Executive director's~~ County Manager's office – Generally.
- 2.06.030 Appointment -- Qualifications -- Removal from office.
- 2.06.040 Limitations on appointment of former elected officer.
- 2.06.050 Administrative powers and duties.
- 2.06.060 Limitation on administrative powers and duties of county commissioners.
- 2.06.070 County administration.
- 2.06.080 Budgetary matters – Role of ~~executive director~~ county manager.
- 2.06.090 ~~Executive-director~~ County Manager – Departmental supervision.
- 2.06.100 Employment policies and practices.
- 2.06.110 ~~Executive-director~~ County Manager – General services.
- 2.06.120 ~~Executive-director~~ County Manager – Salary and benefits.

**2.06.010 Purpose.**

It is the intent of the board of county commissioners, in adopting this chapter, to create the position of Lander County ~~executive director~~ county manager and to provide Lander County government with a manager who, under the direction of the board of county commissioners, shall



provide effective, centralized administration for Lander County government, *excluding public works services*, and to define the duties, responsibilities, authority and qualifications thereof.

**2.06.020      ~~Executive Director's~~ County Manager's office – Generally.**

A.      There shall be an ~~executive director~~ *county manager*, who shall be appointed by and serve at the pleasure of the board of county commissioners *and/or* on such other contractual terms as may be agreed upon by the parties.

B.      The ~~executive director~~ *county manager* is a public officer as classified by Nevada Revised Statutes.

**2.06.030      Appointment – Qualifications – Removal from office.**

A.      The ~~executive director~~ *county manager* shall:

1.      Be chosen upon the basis of knowledge and skills in public or business administration, demonstrated administrative ability and knowledge of supervision, public budgeting, personnel, finance and organization. These requirements may be met by a combination of education and experience equal to a bachelor's degree in finance management, accounting, public or business administration, engineering, or equivalent experience, and at least four years experience in government, business, or public administration; including responsibility for management of staff and programs. An MBA, MPA, GFOA certification, or a CPA License is an advantage. Administrative experience, preferably in government or public administration and involving managerial responsibilities, may be substituted for all or part of the business/public administration education requirement;

2.      Be appointed by and serve at the pleasure of the board of county commissioners and may be removed from office by a majority vote of the board of county commissioners. The ~~executive director~~ *county manager* shall provide thirty days' notice to the county of his/her intent to resign from office;

3.      Maintain residence within the county during his/her tenure in office.

B.      The board of commissioners may contract with the ~~executive director~~ *county manager* to receive severance pay. No severance shall be paid in the event of termination for good cause as defined in county's policy manual *and/or by contract if pertinent*.

**2.06.040      Limitations on appointment of former elected officer.**

No person who is or has been an elected officer of Lander County shall be appointed ~~executive director~~ *county manager* unless he/she has been out of office for at least six months prior to the date of appointment.

**2.06.050      Administrative powers and duties.**

A.      The ~~executive director~~ *county manager* shall be the chief administrative officer of the county and shall be responsible to the board of county commissioners for the proper and efficient administration of all county offices, departments, institutions and special districts under the jurisdiction of the board of county commissioners ~~in~~ *excluding* public works. The ~~executive director~~ *county manager* shall serve ex officio as the chief administrative officer under the board of county commissioners for all agencies, institutions and boards which are ex officio duties of the board of



county commissioners, including but not limited to the town board of the unincorporated town of Battle Mountain and the town board of the disincorporated town of Austin. To this end, the ~~executive director~~ *county manager* shall have those powers and duties set forth in this chapter and as reasonably implied therefrom and shall be authorized to assign or delegate the administration of these duties to any department or person under the board's control, *except those within the public works division*, subject to the limitations imposed by law.

*B. The county manager will have authority over the public works director for day to day operations.*

~~B C.~~ This declaration of powers and duties shall not be interpreted to authorize the ~~executive director~~ *county manager* to manage or control performance of the duties of elected or appointed county officials whose duties and authority are expressly declared by statute or necessarily implied therefrom.

#### **2.06.060 Limitation on administrative powers and duties of county commissioners**

The board of county commissioners, by enactment of this chapter having delegated administrative responsibilities over county governmental activities, excluding public works, to the ~~executive director~~ *county manager*, shall not intervene or detract from this delegation without prior notification to the ~~executive director~~ *county manager* from the board. No individual commissioner may give instructions or orders to any county employee. Orders or instructions shall be given by majority action of the board to the ~~executive director~~ *county manager* for implementation. This subsection shall not be interpreted to prevent any county commissioner from seeking and obtaining information about the functioning of county government from any employee. Likewise, this subsection does not prohibit the commissioners from summoning any department head under the ~~executive director~~ *county manager* to give a report to the county commissioners, either verbal or written.

#### **2.06.070 County administration.**

The ~~executive director~~ *county manager* shall:

A. Develop, evaluate and implement administrative policies and procedures to meet board of county commissioners goals and objectives; supervise and evaluate the performance of county departments under the jurisdiction of the ~~executive director~~ *county manager*; direct the establishment of administrative standards, goals, and objectives; coordinate the activities of county department under the jurisdiction of the ~~executive director~~ *county manager* to ensure timely, efficient, and effective delivery of programs and services.

B. Select, direct, and evaluate appointed department heads and other staff; develop and take disciplinary action as authorized by the board of county commissioners with respect to employees under the jurisdiction of the ~~executive director~~ *county manager*; develop and implement training programs to enhance the capabilities of staff and to improve the delivery of services; instruct and train staff under the jurisdiction of the ~~executive director~~ *county manager*; perform the duties of the safety coordinator for the county; hear, respond to, supervise human resource functions and resolve employee problems, concerns, complaints, and grievances of employees under the supervision of the ~~executive director~~ *county manager*, and administer discipline as needed.

C. Negotiate and supervise the negotiation of all county contractual agreements subject



to the limitations of law and board of county commissioners' direction; administer agreements.

D. Analyze proposals and develop recommendations to the board of county commissioners regarding policies, programs and services; analyze information pertaining to county services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; write reports and correspondence for government agencies, members of the community, and the board as directed.

E. Administer the preparation of board of county commissioners meeting agendas; attends board of county commissioners meetings; make oral and written presentations to the board of county commissioners and to other public and private groups as needed; provide information to the news media and the public regarding county operations; represent the county with other government agencies and in meeting with the public.

F. Implement the board of county commissioners' legislative advocacy program; analyze proposed legislation and administrative regulations for their impact on county operations; review and make recommendations to the board regarding departmental legislative activities; participate in the lobby process by presenting oral and written testimony to appropriate bodies.

G. Provide direction and support to the staff under the jurisdiction of the ~~executive director~~ county manager; provide advice and consultation to the members of the board; investigate and resolve complaints and concerns regarding county programs, services, and facilities; act as liaison with other regional, state and federal agencies on a broad range of matters.

H. Direct the purchasing of supplies, materials and equipment for the departments under the jurisdiction of the ~~executive director~~ county manager; administer all public buildings and property under the jurisdiction of the ~~executive director~~ county manager; supervise all communications, and other ancillary services.

I. Seek outside funding sources for capital and special projects, prepare and submit grant proposals to obtain funding for service programs, and ensure that all grant guidelines, reports and services are provided in compliance with funding source requirements.

#### **2.06.080 Budgetary matters –Role of ~~executive director~~ county manager.**

The ~~executive director~~ county manager shall:

A. Administer the development of procedures for preparation of budgets; develop operating and capital budget estimates and targets to guide departments; recommend budgets and staffing levels to the board of county commissioners; project budget needs; review and comment on justifications for funding requests; account for variances between projected and actual expenditures;

B. Recommend to the board of county commissioners an annual county operating budget based upon long-range plans for acquiring, constructing or improving buildings, roads and other county facilities; make recommendation to the board on the acquisition and disposition of real property, easements and rights-of-way;

C. Establish a control system or systems to assure that the various county departments and other agencies under the jurisdiction of the board of county commissioners are operating within their respective budgets; make recommendations to the board regarding requests for unforeseen and unbudgeted expenditures; approve fund transfers and budget revisions within appropriations; establish policies for acquiring additional or replacement fixed assets;

D. Establish a budgetary allotment system and such other expenditure controls which



are necessary or desirable and may authorize department heads to approve fund transfers except those requiring approval of the board of county commissioners under state law;

E. In conjunction with other county staff, keep the board of county commissioners informed of the financial status of the county, and keep the board of county commissioners informed of other budgetary matters which affect the county.

**2.06.090 ~~Executive director~~ County manager – Departmental supervision.**

The ~~executive director~~ county manager shall:

A. Supervise the performance of county departments under the jurisdiction of the county commissioners, *except the public works division*, within the limitations established by state law or the board of county commissioners, by directing the establishment of standards, goals and objectives for quality and quantity of departmental performance and the measure of the performance of individual departments against those standards and goals; assign projects and scrutinize departmental expenditures to assure that they are necessary and proper;

B. *Except with respect to the public works division*, ~~E~~evaluate all proposed departmental budgets, staffing levels and programs and recommend those to the board of county commissioners that he/she feels should be approved or modified; periodically evaluate existing department budgets, staffing levels and programs and recommend changes to the board where they are indicated;

C. *Except with respect to the public works division*, ~~E~~evaluate departmental organization on a continuing basis; subject to the limitations of state law or the directives of the board of county commissioners, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; assign space to county departments in county facilities and authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations prepared, based upon policies established by the board; recommend to the board of county commissioners the transfer of positions between departments and consolidation or combining of county offices, departments, positions or units;

D. *Except with respect to the public works division*, ~~E~~evaluate appointed department head performance, under the direction of the board of county commissioners, and recommend compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss any shortcomings noted and suggest remedial action;

E. *Except with respect to the public works division*, ~~A~~appoint qualified candidates to fill any vacancies occurring in a department head position, subject to ratification by the county commissioners; transfer, discipline or dismiss appointed department heads, when appropriate, subject to ratification by the county commissioner (all appointed departments heads shall work at will for and report to the ~~executive director~~ county manager);

F. When necessary or upon a department's request, assist department heads in solving problems which inhibit efficient operation within a department or which create friction between departments and be responsible to the board of county commissioners for ensuring that coordination exists between and among the various county departments and offices;

G. Provide, under the direction of the boards of county commissioners, management training and develop leadership qualities among department heads, *excluding those within the public works division*, to build a county management team that can plan for and meet present and future



challenges.

**2.06.100 Employment policies and practices.**

*Except with respect to the public works division, ~~The executive director~~ county manager shall:*

- A. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that salary funds are available; authorize advanced step recruitment upon recommendations by department heads; authorize and control the use of extra help and payment for overtime within available funds;
- B. Exercise general supervision over all public buildings and property, whether leased or owned by the county, and such other lands and facilities under the control and jurisdiction of the board of county commissioners;
- C. Supervise building construction, alterations, maintenance and the utilization of county vehicles and equipment;
- D. Supervise all support services.

**2.06.110 ~~Executive director~~ County Manager – General Services.**

*Except with the respect to the public works division, the ~~executive director~~ county manager shall be responsible for and exercise supervision and control over services provided to county departments as follows:*

- A. Direct the purchasing of supplies, materials and equipment through the procedures established by the board of county commissioners and the requirements of the Nevada Local Government Purchasing Act~~;~~.
- B. Exercise general supervision over all public buildings and property, whether leased or owned by the county, and such other lands and facilities under the control and jurisdiction of the board of county commissioners~~;~~.
- C. Supervise building construction, alterations, maintenance and the utilization of county vehicles and equipment~~;~~.
- D. Supervise all support services.

**2.06.120 ~~Executive Director~~ County Manager – Salary and benefits.**

*The salary of the ~~executive director~~ county manager shall be established by the board of county commissioners and be paid by the treasurer in the same manner as the salaries of the other county employees are paid. All benefits conferred upon other county management employees shall be granted to the ~~executive director~~ county manager unless a contract exists that dictates other terms in which case the contract is controlling.*

//

//

//

**SECTION 2.** This ordinance shall be effective on \_\_\_\_\_, 2018

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPOSED by Board Member \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: Commissioners \_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

By: \_\_\_\_\_  
Doug Mills, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Sadie Sullivan, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_2\_\_

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

Discussion and possible action to approve/disapprove the passage of Ordinance 2018-04, amending Title 2, Chapter 07 of the Lander County Code deleting references to supervisors and defining all matters relating to, and to modify the duties and powers of the Public Works Director position, and all other matters properly related thereto.

Public Comment:

Background: **Ordinance 2018-04 attached**

Recommended Action:

**SUMMARY:** AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS DIRECTOR POSITION; AND OTHER RELATED MATTERS.

**TITLE:** AN ORDINANCE AMENDING TITLE 2, CHAPTER 07 OF THE LANDER COUNTY CODE DELETING REFERENCES TO SUPERVISORS AND DEFINING ALL MATTERS RELATING TO, AND TO MODIFY THE DUTIES AND POWERS OF THE PUBLIC WORKS DIRECTOR POSITION; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1:** Lander County Code, Title 2, Chapter 07 is hereby amended to hereafter read as follows:

**Chapter 2.06**

**PUBLIC WORKS DIRECTOR**

**Sections:**

- 2.07.010 Purpose.
- 2.07.020 Public works ~~office~~ *director* – Generally.
- 2.07.030 Appointment – Qualifications – Removal from Office.
- 2.07.040 Limitations on appointment of former elected officer.
- 2.07.050 Administrative powers and duties.
- 2.07.060 Limitation on administrative powers and duties of county commissioners.
- 2.07.070 County administration.
- 2.07.080 ~~Reserved~~ *Public works director – Departmental supervision.*
- 2.07.090 Employment policies and practices.
- 2.07.100 Public works ~~supervisor~~ *director* – General services.
- 2.07.110 Public works ~~supervisors~~ *director* – Salary and benefits.



#### **2.07.010 Purpose.**

It is the intent of the board of county commissioners, in adopting this chapter, to create the position of Lander County public works ~~supervisor~~ *director* to provide the public works and recreation division of the Lander County government with ~~supervisors~~ *a director* who, under the direction of the ~~executive director~~ *board of county commissioners*, shall provide effective, centralized administration for such public works and recreation division and to define the duties, responsibilities, authority and qualifications thereof. *The county manager will have authority over public works director for day to day operations.*

#### **2.07.020 Public works ~~office~~ *director* – Generally.**

A. There shall be in the county a public works and recreation division, under *the* public works ~~supervisors~~ *director*, who shall be appointed by and serve at the pleasure of the ~~executive director~~ *board of county commissioners* and/or on such other contractual terms as may be agreed upon by the parties.

B. The public works ~~supervisors are~~ *director* is a public officers as classified by the Nevada Revised Statutes.

#### **2.07.030 Appointment – Qualifications – Removal from office.**

A. The public works ~~supervisors~~ *director* shall:

1. Be chosen upon the basis of any combination of training, education and experience that would provide the required knowledge, skills and abilities to perform the duties set forth in this chapter which would typically include, as an example, graduation from high school or equivalent with a minimum of ten years experience in ~~construction~~, road maintenance ~~and~~ *or* construction, or experience in water and sewer operations in a supervisory capacity for a minimum of five years. Possession of an Associate's degree with major course work in engineering or business administration is an advantage;

2. Be appointed by and serve at the pleasure of the ~~executive director~~ *board of county commissioners* and *may be removed from office by a majority vote of the board of county commissioners.* ~~A~~ *The* public works ~~supervisor~~ *director* shall provide thirty days' notice to the county of his/her intent to resign from office;

3. Maintain residence within the county during his/her tenure in office.

B. The board of commissioners may contract with the ~~a~~ *the* public works ~~supervisor~~ *director* to receive severance pay. No severance shall be paid in the event of termination for good cause as defined in the county's policy manual *and/or contract if pertinent.*

#### **2.07.040 Limitations on appointment of former elected officer.**

No person who is or has been an elected officer of Lander County shall be appointed public works ~~supervisor~~ *director* unless he/she has been out of office for at least six months prior to the date of appointment.

#### **2.07.050 Administrative powers and duties.**

A. The public works ~~supervisors~~ *director* shall be the administrative officers of the public works division of the county and shall be responsible to the ~~executive director~~ *board of county*



*commissioners* for the proper and efficient administration of ~~their particular~~ *his/her* department. To this end, the public works ~~supervisors~~ *director* shall have those powers and duties set forth in this chapter and as reasonably implied therefrom and shall be authorized to assign or delegate the administration of these duties to any department or person under that public works ~~supervisor's~~ *director's* control, subject to the ~~executive director's~~ *lander county commissioners* instructions and any limitations imposed by law.

B. This declaration of powers and duties shall not be interpreted to authorize the public works ~~supervisors~~ *director* to manage or control performance of the duties of elected or appointed county officials whose duties and authority are expressly declared by statute or necessarily implied therefrom.

~~C. The public works supervisors shall have a division of responsibilities as may from time to time be determined by resolution of the county commissioners. The initial division of authority and duty shall be by departments as follows:~~

~~1 One supervisor shall be in charge of the Northern Road and Bridge department and the Battle Mountain airport. This supervisor shall be known as the Northern Road and Bridge Supervisor.~~

~~2 One supervisor shall be in charge of the Southern Road and Bridge department and the Kingston and Austin airports. This supervisor shall be known as the Southern Road and Bridge Supervisor.~~

~~3 One supervisor shall be in charge of the Battle Mountain Water and Sewer district, the recreation department, and the county's landfills and trash collection centers. This supervisor shall be known as the Public Works Supervisor.~~

#### **2.07.060 Limitation on administrative powers and duties of county commissioners.**

The board of county commissioners, by enactment of this chapter having delegated administrative responsibilities over certain county governmental activities to the public works ~~supervisors~~ *director*, shall not intervene or detract from this delegation without prior notification to the public works ~~supervisors~~ *director* from the board. No individual commissioner may give instructions or orders to any county employee. Orders or instructions shall be given by majority action of the board to the ~~executive director~~ *county manager* or public works ~~supervisors~~ *director* for implementation. This subsection shall not be interpreted to prevent any county commissioner from seeking and obtaining information about the functioning of county government from any employee.

#### **2.07.070 County administration.**

Within ~~their~~ *his/her* respective departments, the public works ~~supervisors~~ *director* shall:

A. Plan, organize, coordinate and direct the activities and programs of the Northern and Southern Road and Bridge departments and Town of Battle Mountain Water and Sewer department, known as the Public Works Department, and ensure that County roads, bridges, signs, drainage channels, water and sewer systems and airport runways are maintained, operational and in compliance with established specifications.

B. Be responsible for the testing of water and sewer systems in the Town of Battle Mountain.

C. Plan, organize and coordinate and direct the activities and programs of the Battle



Mountain Landfill, and ensure that the Battle Mountain Landfill is maintained, operational and in compliance with established state and federal regulations.

D. Implement and oversee recycling programs, review financial information and recommend rate structure for the Battle Mountain Landfill.

E. Oversee the Austin and Kingston Landfill programs by inspecting landfill sites, responding to complaints, recommending necessary changes in the landfill program, and reviewing landfill regulatory issues, contractors' activities regarding compliance with federal and state regulations.

F. Implement and oversee recycling programs, review financial information and recommend rate structures for the Austin and Kingston Landfills.

G. Be responsible for the appropriate care and maintenance of county owned or controlled public works equipment and facilities, and develop policies and procedures for maintenance and inventory of materials and supplies, including the implementation of loss control measures.

H. Plan, organize and oversee the parks and recreation activities and programs, including parks, ~~pools~~, golf course maintenance, ~~and Battle Mountain Civic Center~~, and cemeteries.

I. Ensure that parks and recreational facilities and cemeteries are maintained, operational and in compliance with established specifications.

J. Plan, organize, schedule and oversee paving of county roads and other capital projects; coordinate capital projects with project engineer, district attorney's office, county departments and other sources as required; recommend to the board of county commissioners and regional transportation board, if necessary, priority road and other capital projects.

K. Determine the need for repair and maintenance of existing public work facilities and equipment; recommend to the county commissioners when purchase of new equipment or construction of new facilities is indicated; consult with engineers and other sources as required.

L. Draft and update public works policies and procedures for review by the ~~executive director~~ *county manager*, board of county commissioners and regional transportation commission, if necessary, to meet program goals and objectives; develop and implement safety standards for the operation of public works equipment and for the construction and maintenance of public works projects; ensure that all employees in the public works are trained and adhere to safety standards.

M. Prepare ~~their~~ *his/her* respective departmental budgets for review and approval by the ~~executive director and~~ *board of* county commissioners; monitor and approve expenditures to ensure compliance with the approved budget and account for variances between projected and actual expenditures.

N. Hire, supervise and evaluate the performance of employees, recommend salary adjustments as needed; ensure employees are trained in their respective areas of responsibilities; investigate and resolve complaints and concerns regarding department services; and draft and update job descriptions.

O. Make written and oral presentations regarding public works services; and represent ~~their individual~~ *his/her* department and the county with other government agencies and in meetings with the public, as requested by ~~the executive director or~~ *the board of* county commissioners.

P. Develop, evaluate, and implement administrative policies and procedures to meet board of county commissioners goals and objectives; supervise and evaluate the performance of



county departments under the jurisdiction of the public works director; direct the establishment of administrative standards, goals, and objectives; coordinate the activities of county departments under the jurisdiction of the public works director to ensure timely, efficient, and effective delivery of programs and services.

Q. Select, direct, and evaluate appointed department heads and other staff; develop and take disciplinary action as authorized by the ~~executive director or~~ board of county commissioners with respect to employees under the jurisdiction of the ~~supervisor~~ *public works director*; develop and implement training programs to enhance the capabilities of staff and to improve the delivery of services; instruct and train staff under the jurisdiction of the ~~supervisor~~ *public works director*; hear, respond to, (and) supervise human resource functions and resolve employee problems, concerns, complaints, and grievances of employees under the supervision of the ~~supervisor~~ *public works director*, and administer discipline (as needed).

R. Analyze proposals and develop recommendations to the ~~executive director~~ *county manager* and board of county commissioners regarding policies, programs and services; analyze information pertaining to county services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; write reports and correspondence for government agencies, members of the community, and the board as directed.

S. With respect to the employees under the jurisdiction of the ~~supervisor~~ *public works director*, provide direction and support to staff; provide advice and consultation to the members of the board; investigate and resolve complaints and concerns regarding county programs, services, and facilities; act as liaison with other regional, state, and federal agencies on a broad range of matters.

T. Direct the purchasing of supplies, materials, and equipment for the departments under the jurisdiction of the ~~supervisor~~ *public works director*; administer all public buildings and property under the jurisdiction of the ~~supervisor~~ *public works director*; supervise all communications, and other ancillary services within his/her department.

U. With respect to the departments under the jurisdiction of the ~~supervisor~~ *public works director*, seek outside funding sources for capital and special projects, prepare and submit grant proposals to obtain funding for service programs. Ensure that all grant guidelines, reports and services are provided in compliance with funding source requirements.

*V. The public works director will give updates of reports, contracts, projects, etc. to the board of county commission, and provide any necessary day to day operational information to the county manager. The county manager will have authority over the public works director for day to day operations.*

#### **2.07.080**      ~~Reserved~~ *Public works director – Departmental supervision.*

*The public works director shall:*

A. *Supervise the performance of departments within the public works division, within the limitations established by state law or the board of county commissioners, by directing the establishment of standards, goals and objectives for quality and quantity of departmental performance and the measure of the performance of individual departments against those standards and goals; assign projects and scrutinize departmental expenditures to assure that they are necessary and proper;*

B. *Evaluate all proposed departmental budgets, staffing levels and programs, within the*



*public works division, and recommend those to the board of county commissioners that he/she feels should be approved or modified; periodically evaluate existing departmental budgets, staffing levels and programs and recommend changes to the board where they are indicated;*

*C. Evaluate departmental organization within the public works division on a continuing basis; subject to the limitations of state law or the directives of the board of county commissioners, initiate changes in interdepartmental organization, structure, duties or responsibilities when warranted, including authorizing the transfer of equipment between departments; authorize budgeted out-of-county travel and in-county business expense in accordance with rules and regulations prepared, based upon policies established by the board; recommend to the board of county commissioners the transfer of positions between departments within the public works division and consolidation or combining of county offices, departments, positions or units within the public works division;*

*D. Evaluate appointed department head performance within the public works division, under the direction of the board of county commissioners, and recommend compensation in accordance with demonstrated performance; confer with department heads as necessary to discuss any shortcomings noted and suggest remedial action;*

*E. Appoint qualified candidates to fill any vacancies occurring in a department head position with the public works division, subject to ratification by the county commissioners; transfer, discipline or dismiss appointed department heads, when appropriate, subject to ratification by the county commissioners; (all appointed department heads shall work at will for and report to the public works director);*

*F. When necessary or upon a department's request, assist department heads in solving problems which inhibit efficient operation within a department or create friction between departments and be responsible to the board of county commissioners for ensuring that coordination exists between and among the various county departments and offices;*

*G. Provide, under the direction of the board of county commissioners, management training and develop leadership qualities among department heads within the public works division, to build a county management team that can plan for and meet present and future challenges.*

#### **2.07.090      Employment policies and practices.**

The ~~supervisor~~ *public works director* shall within the public works division:

A. Review all requests to fill permanent and limited-term personnel positions to assure that the position is required and that salary funds are available; authorize advanced step recruitment upon recommendations by department heads; authorize and control the use of extra help and payment for overtime within available funds;

B. Supervise the administration of employee relations, classifications, recruitment and selection, affirmative action and management, employee training, personnel policies and procedures and other performance programs.

#### **2.07.100      Public works ~~supervisors~~ *director* – General services.**

The public works ~~supervisors~~ *director* shall be responsible for and exercise supervision and control over services provided within their respective county departments of the public works division as follows:

A. Direct the purchasing of supplies, materials and equipment through the procedures established by the ~~executive director~~ *county manager* and the board of county commissioners and

the requirements of the Nevada Local Government Purchasing Act;

- B. Supervise the utilization of county vehicles and equipment;
- C. Supervise all support services.

**2.07.110 Public works ~~supervisors~~ *director* – Salary and benefits.**

The salary of the public works ~~supervisors~~ *director* shall be established by the board of county commissioners and be paid by the treasurer in the same manner as the salaries of the other county employees are paid. All benefits conferred upon other county management employees shall be granted to the public works ~~supervisors~~ *director unless a contract exists that dictates other terms in which case the contract is controlling.*

**SECTION 2.** This ordinance shall be effective on \_\_\_\_\_, 2018

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPOSED by Board Member \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: Commissioners \_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

By: \_\_\_\_\_  
Doug Mills, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Sadie Sullivan, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_3\_\_

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

Discussion and possible action to approve/disapprove the passage of Ordinance 2018-05, amending Title 5, Chapter 020 of the Lander County Code to include various marijuana facilities to be fingerprinted for local business licenses, and all other matters properly related thereto.

Public Comment:

Background: **Ordinance 2018-05 attached**

Recommended Action:



SUMMARY: AN ORDINANCE AMENDING TITLE 5 CHAPTER 020 OF THE LANDER COUNTY CODE TO INCLUDE VARIOUS MARIJUANA FACILITIES TO BE FINGER PRINTED FOR LOCAL BUSINESS LICENSES; AND OTHER RELATED MATTERS.

TITLE: AN ORDINANCE AMENDING TITLE 5 CHAPTER 020 OF THE LANDER COUNTY CODE TO INCLUDE VARIOUS MARIJUANA FACILITIES TO BE FINGER PRINTED FOR LOCAL BUSINESS LICENSES; AND OTHER MATTERS PROPERLY RELATED THERETO.

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF LANDER, NEVADA DO ORDAIN:**

**SECTION 1: Amendments.** The Lander County Code Chapter 5.20 is amended in the following manner:

**5.20.030 Background investigation of applicant for license or work permit.**  
G. 12. Teenage dance, teenage dance hall, teenage nightclub license;  
13. *Marijuana retail cultivation, medical cultivation, retail production, medical production.*

**SECTION 2: Reenactments.** All other provisions of Lander County Code Chapter 5.20 is reenacted without change.

**Compliance with NRS 244.119.** Pursuant to the requirements of NRS 244.119, the Lander County Clerk is hereby directed to file three (3) copies in the office of the county clerk and two (2) copies of this ordinance with the Librarian of the Supreme Court Law Library.

PROPOSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

PROPOSED by Board Member \_\_\_\_\_

PASSED on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: Commissioners\_\_\_\_\_

NAYS: Commissioners\_\_\_\_\_

ABSENT: Commissioners\_\_\_\_\_

By: \_\_\_\_\_  
Doug Mills, Chairperson

**ATTEST:**

By: \_\_\_\_\_  
Sadie Sullivan, County Clerk and Ex-Officio  
Clerk of the Board of Commissioners of Lander  
County, Nevada

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

EXPLANATION – Matter in blue ***bolded italics*** is new; matter in red strikethrough ~~omitted material~~ is material to be omitted.

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_4\_\_

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

Discussion only regarding concerned citizens against A-2 Zoning for the cultivation of marijuana, and all other matters properly related thereto.

Public Comment:

Background: **attached**

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



Agenda Request Form  
COMMISSION MEETING DATE Sept 13, 2018

NAME Shirley Shepherd REPRESENTING A-2 Zoning For Marijuana  
USE

ADDRESS 1985 THOMAS SEFFERSON BATTLE MT

PHONE(H) 775-635-2878 (W) — (FAX) —

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? 635-2878

WHO WILL BE ATTENDING THE MEETING? A-2 Residents

JOB TITLE TAXPAYER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Citizen taxpayers  
against A2 Zoning For Growing  
MARIJUANA

BACKGROUND INFORMATION: We are against a marijuana  
growing Facility in our back yard for  
MANY reasons.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Have them  
Go back to NRS 453A-350 1(a) and follow  
State Requirements of Commercial or Industrial

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES — NO X No overlay

AMOUNT: —

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

WHEN? —

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

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: Shirley Shepherd DATE: 8/14/18

WE THE UNDERSIGNED CITIZENS OF THOMAS JEFFERSON, 1334 2050 EAST STREET AND MCKENZIE STREETS ARE SIGNING THIS PETITION TO PROTEST SPOT ZONING THE DESIGNATION OF MARIJUANA GROWING IN OUR NEIGHBORHOOD

NAME	ADDRESS
Shedley Shepherd	1985 T. Jefferson
Leonard Shepherd	" " "
Ronald Noeron	1400 Hill TP. Rd
Cristo Nunez	1354 2050 E
Jake Chavez	1420-2050 EAST
John Kennedy	2775 Horseshoe rd
Cheryl Chavez	1420-2050 - EAST
Justina Cruz	" " "
Rosa Vazquez	PO ?
Walter Lewis	1970 mackenzie CT.
Skip Bodily	1970 Mackenzie Ct
Caralyn Thomas	1970 Mackenzie Ct.
Brad Brittain	1985 Mackenzie Ct.
Penny Brittain	1985 Mackenzie Ct.
LAREN DORFEE	2025 THOMAS JEFFERSON AVE.
Jessica & Clifton Pearson	1480 2050 East
ROBERT NUNEZ	1354 2050 EAST
Sharon Matt Kern	1929 T. Jefferson
Jennifer Kern	1929 Thomas Jefferson Ave.



WE THE UNDERSIGNED CITIZENS OF THOMAS JEFFERSON, 1334 2050 EAST STREET AND MCKENZIE STREETS ARE SIGNING THIS PETITION TO PROTEST SPOT ZONING THE DESIGNATION OF MARIJUANA GROWING IN OUR NEIGHBORHOOD

Robert K Duval	1315 2050 E BATTLE MTN NV 89820
Tom Duval	1315 2050 E Battle Mtn nv 89820
Jean Moore	2015 Thomas Jefferson
<del>Ellen</del>	2015 THOMAS JEFFERSON
Patty Howin	2036 Thomas Jefferson
Kim Howin	2036 Thomas Jefferson
Frank <del>Frank</del>	1908 Thomas Jefferson
Shanna Richardson	1930 Thomas Jefferson
Rick Richardson	1930 Thomas Jefferson
<del>Viola</del> VIOLA SAWYER	1915 T. JEFFERSON
Bob Tucker	1965 Thomas Jefferson
<del>Kim</del>	195 Thomas Jefferson
Rancee Heen	1982 Thomas JEFFERSON
Tom Heinz	1982 Thomas JEFFERSON
Monica Henao	1982 Thomas JEFFERSON AVENUE
Jose Caro & Leticia Caro	2077 Thomas Jefferson Battle Mtn. NV
Marian K. Porter	1960 THOMAS JEFFERSON BTLE MT. NV 89820
Monte & Kelley Price	1915 T- Jefferson

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_5\_\_

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

Discussion and possible action to approve/disapprove the permit for temporary occupancy of Nevada Department of Transportation Right-of-Way for the Battle Mountain High School Homecoming Parade, Friday, October 12, 2018 at 12:00 pm, closing East Front Street, Broad Street, East 8<sup>th</sup> Street, and ending at the Elementary School on Altenburg Street, approval has already been granted by the State of Nevada Department of Transportation to close state highways East Front Street and Broad Street at the above stated time and date, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

# TEMPORARY

Milepost _____	District _____
District Permit No.: _____	
Applicant: _____	
Type of Activity: _____	
_____	
FOR DEPARTMENT USE ONLY	

APPLICATION AND PERMIT FOR TEMPORARY OCCUPANCY OF  
NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY  
(Under the provisions of NRS 408.423 and 408.210)

1. Location where event and/or occupancy is proposed:

<u>US 40 State Route 305</u>	<u>Front Street</u>
Local name of highway	Street address or nearest cross street
<u>between Milepost--LA 6.7 LA 6.2</u>	<u>and Milepost LA 03 – LA 06</u>

2. Describe in detail the event, number of participants, proposed route, scheduled dates and time of event. Attach plans and/or drawings of proposed route.

The BMHS Homecoming Parade will start at FoodTown Market and will end at old  
Battle Mtn. Junior High School (new elementary school). See attached map for the  
Route. The Parade is set for Friday, October 12<sup>th</sup> and will start promptly at 12 noon.  
The number of participants could vary. We know that we will have at least 10 entries  
but could have as many as 20.

**EVENT DATES: Friday, October 12 at 12:00 pm**

3. **SPECIFIC TERMS AND CONDITIONS APPURTENANT TO THIS PERMIT ARE LISTED ON PAGE 2.**
4. **THE PERMIT SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.**

Sondra Torgerson  
Name of PERMITTEE

*Sondra Torgerson*  
Signature of PERMITTEE or Authorized Agent

425 Weaver Avenue  
Address

Principal 775-635-5436  
Title Telephone/Fax

Battle Mountain, NV 8982  
City, State, Zip

September 27, 2018  
Date of Application

District Permit No.: \_\_\_\_\_ **ADDITIONAL TERMS AND CONDITIONS**

1. The permit shall be signed by **PERMITTEE** on Page 1 and returned to the District Office. The permit shall not be valid until the **SIGNED** original permit has been received by the District Office.
2. This temporary permit expires upon completion of the event.
3. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. **THE EVENT SHALL BE SUSPENDED IF THE PRMIT IS NOT AT THE SITE AS PROVIDED.**
4. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit, must also obtain any and all other permits required by State law or local ordinances.
5. The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS OR EMPLOYEES OF THE STATE OF NEVADA**, unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents or employees of the State of Nevada.
6. **This application must have the following signatures of approval before being processed by the District Office:**

Nevada Highway Patrol

By: Date: 9-12-2018Special Conditions/Requirements or other  
comments (i.e., escorts, traffic control, contact  
area supervisor, or N/A):

---



---



---



---

Sheriff/Police

By: Date: 9-12-18Special Conditions/Requirements or other  
comments (i.e., escorts, traffic control, contact  
area supervisor, or N/A):

---



---



---



---

Reviewed by: \_\_\_\_\_  
District Traffic Office

This temporary Right-of-Way Occupancy permit is granted to the **PERMITTEE** in accordance with the provisions of Chapter 408 NRS and subject to the terms and conditions stipulated to perform the work described.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

STATE OF NEVADA, DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_  
Director or District Engineer

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

Applicant Battle Mtn. High School Milepost No. \_\_\_\_\_  
Date of Application 9/27/18 District Permit No. \_\_\_\_\_

	SIGNATURE	DATE
• LANDER COUNTY COMMISSIONERS	_____	_____
• LANDER COUNTY SHERIFF	<u>Ron Unger</u>	<u>9-12-18</u>
• NEVADA HIGHWAY PATROL	<u>Ed Trillo</u>	<u>9-12-2018</u>
• LANDER COUNTY FIRE DEPARTMENT	<u>Ron Unger</u>	<u>9-12-18</u>

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

LANDER COUNTY COMMISSIONERS MEETING  
8/9/2018

Agenda Item Number \_\_6\_\_

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

Discussion and possible action to approve/disapprove the recommendation of the Planning Commission for the following zone change request for William and Heather Kohlmeyer from the eastern 716.27 feet of APN#010-280-04 and 010-280-06 from farm and ranch district (A-3) to one acre agricultural district (A-1) with a minimum lot size of 2.5 acres, leaving the westerly 610 feet of each parcel zoned as A-3 to create a buffer zone to existing farm and ranch operations, and all other matters properly related thereto.

**Public Comment:**

**Background:** This item was heard before the Lander County Planning Commission at their regular scheduled meeting on July 25, 2018 and approved. Notice was sent to property owners within 300 feet of the property on June 28th and an amended notice was sent on July 9th. It was advertised in the Battle Mountain Bugle on July 11th. This file was sent to County Executive Director, Public Works, Building Official, Assessor and District Attorney with no comments made.

**Recommended Action:** It is recommended that the commission uphold the recommendation of the Lander County Planning Commission and approve this zone change request for APNs 010-280-04 and 010-280-06.





## Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE 08-09-2018

NAME: WILLIAM KOHLMAYER REPRESENTING: SELF

ADDRESS 2780 MARVEL RANCH ROAD BATTLE MOUNTAIN, NV 89820

HOME PH: \_\_\_\_\_ WORK \_\_\_\_\_ CELL 775-374-0610 FAX \_\_\_\_\_

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? CELL PHONE

WHO WILL BE ATTENDING THE MEETING: WILLIAM KOHLMAYER

JOB TITLE \_\_\_\_\_ PH 775-374-0610

**SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:** TO CHANGE THE EASTERN 716.27 FEET OF APN# 010-280-04 & 010-280-06 FROM FARM AND RANCH DISTRICT (A-3) TO ONE ACRE AGRICULTURAL DISTRICT (A-1) WITH A MINIMUM LOT SIZE OF 2.5 ACRES, LEAVING THE WESTERLY 610 FEET OF EACH PARCEL ZONED AS A-3 TO CREATE A BUFFER ZONE TO EXISTING FARM AND RANCH OPERATIONS.

**BACKGROUND INFORMATION:** THIS ITEM WAS HEARD BEFORE THE LANDER COUNTY PLANNING COMMISSION AT THEIR REGULAR SCHEDULED MEETING ON JULY 25, 2018 AND APPROVED. NOTICE WAS SENT TO PROPERTY OWNERS WITHIN 300 FEET OF THE PROPERTY ON JUNE 28<sup>TH</sup> AND AN AMENDED NOTICE WAS SENT ON JULY 9<sup>TH</sup>. IT WAS ADVERTISED IN THE BATTLE MOUNTAIN BUGLE ON JULY 11<sup>TH</sup>. THIS FILE WAS SENT TO COUNTY EXECUTIVE DIRECTOR, PUBLIC WORKS, BUILDING OFFICIAL, ASSESSOR AND DISTRICT ATTORNEY WITH NO COMMENTS MADE.

**WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?** IT IS RECOMMENDED THAT THE COMMISSION UPHOLD THE RECOMMENDATION OF THE LANDER COUNTY PLANNING COMMISSION AND APPROVE THIS ZONE CHANGE REQUEST FOR APNS 010-280-04 & 010-280-06 LOCATED IN THE W ½ OF THE N/E ¼ OF SECTION 14, TOWNSHIP 32 NORTH, RANGE 44 EAST, LANDER COUNTY, BATTLE MOUNTAIN, NEVADA; FROM FARM AND RANCH DISTRICT (A-3) TO ONE ACRE AGRICULTURE DISTRICT (A-1) WITH A MINIMUM LOT SIZE OF 2.5 ACRES; LEAVING THE WESTERLY 610 FEET OF EACH PARCEL ZONED A-3 TO CREATE A BUFFER ZONE TO EXISTING FARM AND RANCH OPERATIONS.

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

AMOUNT \$ \_\_\_\_\_

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

WHEN? \_\_\_\_\_

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS? YES ☒ NO \_\_\_\_

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

IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ☒ NO \_\_\_\_

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

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES \_\_\_\_ NO \_\_\_\_

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE:

SIGNATURE [Signature] DATE 7-27-18  
The Lander County Board of Commissioners meets the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

# LANDER COUNTY PLANNING COMMISSION

July 25, 2018

## AGENDA ITEM NUMBER 3

---

- 1) \*Discussion for possible action regarding approval/disapproval of the following Zone Change, and other matters properly related thereto:

Applicant: William & Heather Kohlmeyer

Location: Faded Sage Drive Battle Mountain, NV. W ½ of N/E ¼ of Sec. 14 R44E T32N. Lots 1 & 3 Ashcraft Map #183519.

APN: 010-280-04 & 010-280-06

Type: To change the eastern 716.27 feet of APN # 010-280-04 & 010-280-06 from A-3 to A-1 with a minimum lot size of 2.5 acres, leaving the westerly 610 feet of each parcel zoned as A-3 to create a buffer zone to existing farm and ranch operations.

Staff Comments:

This file was sent to: County Executive Director, Public works, Building Official, Assessor and District Attorney.

Applicant has left an area to the west of each parcel that will remain A-3 as a buffer zone between lower density zoned land and higher density land A-1. The property to the east, north and west of APN 010-280-04 are zoned A-3. The master plan calls for a "buffer zone" of A-2 between A-3 lands and A-1 lands transitioning from higher to lower density lands. The property to the West of APN 010-280-06 is zoned A-3 with existing farm and ranch operations. The property to the south is zoned A-1 and A-3. The property to the east is zoned A-1. Both Lander County Master Plan and Zoning codes call for a minimum of 2.5 acre parcels if municipal water and sewer and well service. Lander County is extending Municipal water in that area so only septic will be on each parcel. 99 septic systems per mile are allowed in this area without further engineering (allowing 198). Currently there are 11 septic systems. At complete build-out, including parcels with the potential of adding septic service in the future, there will be approximately 60 septic systems.

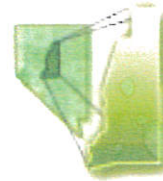
Notice was sent to property owners within 300 feet of the property on June 28<sup>th</sup> and an amended notice was sent on July 9<sup>th</sup>. It was advertised in the Battle Mountain Bugle on July 11<sup>th</sup> and again on July 18<sup>th</sup>.

\* Taxes are not current on both properties.



# Lander County Planning Commission

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



## ZONE CHANGE APPLICATION

### APPLICANT / OWNER INFORMATION

Applicant(s): Willan and Heather Kohlmeier  
Physical Address: ALLEN ROAD  
Mailing Address: 2780 MARVEL RANCH ROAD BATTLE MOUNTAIN, NV 89820  
Phone Number: 775-374-0610  
Owner(s) Property: Willan and Heather Kohlmeier

### PROJECT INFORMATION

Property Location: W1/2 OF N/E 1/4 Of Sec 14 Range 44 East Township 32 North  
LOTS 1 & 3 - ASHCRAFT MAP #183519

Assessor's Parcel Number: 010-280-04 and 010-280-06

Current Zoning: A3

ZONING WANTED Change East 716.27 feet of APN 010-280-04 and 010-280-06 from A-3 to A-1 with a  
minimun lot size of 2.5 AC. TOTAL 29.17 ac.

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

What is the reason for the Zone Change Request?

*To utilize Lander County's, water line on Faded Sage Drive*

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

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

Why or Why not? *It meets all recommendation set forth in the Lander county master plan.*

*Lander county master plan recommends placing A-2 zoning next to an active farm and ranch operations, for a bumper zone.*

Will granting a Zone Change affect public health, safety or general welfare?

☐ yes ☒ no

Why or Why not?

*Lander county master plan recommends lot size of 2.5 acers or more if you plan on using an onsite well and septic system*

*Will service all lots with lander county municipal water.*

*Will service all lots with on site septic system*

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

*NO.*

*Lander county master plan recommends placing A-2 zoning next to an active farm and ranch operations, for a bumper zone*

*Leaving 610 foot bumper zone of A-3 next to active farm and ranch operation*

### **SIGNATURE(S)**

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



Applicant's Signature

Date: 6-7-18

\_\_\_\_\_  
Applicant's Signature (If not owner)

Date: \_\_\_\_\_

### **REQUIRED AT TIME OF APPLICATION**

The following must accompany this application:

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

The completed application is due by June 15 in order to be on the July 11<sup>th</sup> 3:00 p.m. Planning Commission Agenda

**Should you have any questions, please contact us at (775) 635-2860 or 50 State Route , Battle Mountain, NV.**


[Close Window](#)
[Personal Property](#)
[Sales Data](#)
[Secured Tax Inquiry](#)
[Recorder Website](#)

## Parcel Detail for Parcel # 010-280-04

Location		Ownership	
Property Location <b>680 ALLEN ROAD</b>	<a href="#">Add'l Addresses</a> <a href="#">Assessor Maps</a> <a href="#">Legal Description</a> <a href="#">Ag Land</a>	Assessed Owner Name <b>KOHLMEYER, WILLIAM &amp; HEATHER</b>	<a href="#">Ownership History</a> <a href="#">Document History</a>
Town		Mailing Address <b>2780 MARVEL RANCH ROAD BATTLE MOUNTAIN, NV 89820</b>	
District <b>8 0 - Battle Mountain Road Special</b>		Legal Owner Name <b>KOHLMEYER, WILLIAM &amp; HEATHER</b>	
Subdivision <b>LOT 1, ASHCRAFT MAP 183519 Lot Block</b>		Vesting Doc #, Date <b>264346 06/22/2012</b> Year / Book / Page <b>12 / 634 / 255</b>	
Property Name		Map Document #s <b>183519</b>	
Description		Appraisal Classifications	
Total Acres <b>27 630</b>	Square Feet <b>0</b>	Current Land Use Code <b>100</b>	<a href="#">Code Table</a>
Ag Acres <b>000</b>	W/R Acres <b>000</b>	Zoning Code(s) <b>A3</b>	
<b>Improvements</b> Single-family Detached <b>0</b> Non-dwelling Units <b>0</b> Bedrooms / Baths <b>0 / 00</b> Single-family Attached <b>0</b> Mobile Home Hookups <b>0</b> Stories <b>0</b> Multiple-family Units <b>0</b> Wells <b>0</b> Garage Square Ft... <b>0</b> Mobile Homes <b>0</b> Septic Tanks <b>0</b> Attached / Detached Total Dwelling Units <b>0</b> Buildings Sq Ft <b>0</b> Improvement List Residence Sq Ft <b>0</b> Improvement Sketches Basement Sq Ft <b>0</b> Basement Improvement Photos Finished Basement SF <b>0</b> Bedrooms / Baths <b>0 / 00</b>		Re-appraisal Group <b>4</b> Re-appraisal Year <b>2013</b>	
		Original Construction Year	Weighted Year
Assessed Valuation		Taxable Valuation	
Assessed Values	2018-19 2017-18 2016-17	Taxable Values	2018-19 2017-18 2016-17
Land	7,350 7,350 7,350	Land	21,000 21,000 21,000
Improvements	0 0 0	Improvements	0 0 0
Personal Property	0 0 0	Personal Property	0 0 0
Ag Land	0 0 0	Ag Land	0 0 0
Exemptions	0 0 0	Exemptions	0 0 0
<b>Net Assessed Value</b>	<b>7,350 7,350 7,350</b>	<b>Net Taxable Value</b>	<b>21,000 21,000 21,000</b>
Increased (New) Values		Increased (New) Values	
Land	0 0 0	Land	0 0 0
Improvements	0 0 0	Improvements	0 0 0
Personal Property	0 0 0	Personal Property	0 0 0

[Back to Search List](#)



Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 010-280-06

## Location

Property Location [LOT 3 - ASHCRAFT MAP #183519](#)

Town

District [8.0 - Battle Mountain Road Special](#)Subdivision [WITHIN NE4 14/32/44](#) Lot Block

Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Prior Parcel # 008-220-71

## Ownership

Assessed Owner Name [KOHLMEYER, WILLIAM & HEATHER](#)

Mailing Address

[2780 MARVEL RANCH ROAD](#)  
[BATTLE MOUNTAIN, NV 89820](#)Legal Owner Name [KOHLMEYER, WILLIAM & HEATHER](#)Vesting Doc #, Date [269521](#) [12/10/2013](#) Year / Book / Page [13 / 653 / 369](#)Map Document #s [183519](#)

Ownership History

Document History

## Description

Total Acres [26.380](#)Square Feet [0](#)Ag Acres [000](#)W/R Acres [000](#)

## Improvements

Single-family Detached [0](#) Non-dwelling Units [0](#) Bedrooms / Baths [0 / 00](#)Single-family Attached [0](#) Mobile Home Hookups [0](#) Stories [0](#)Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)Mobile Homes [0](#) Septic Tanks [0](#) Attached / DetachedTotal Dwelling Units [0](#) Buildings Sq Ft [0](#)Improvement List Residence Sq Ft [0](#)Improvement Sketches Basement Sq Ft [0](#) BasementImprovement Photos Finished Basement SF [0](#) Bedrooms / Baths [0 / 00](#)

## Appraisal Classifications

Current Land Use Code [100](#) Code TableZoning Code(s) [A3](#)Re-appraisal Group [4](#) Re-appraisal Year [2013](#)  
Original Construction Year Weighted Year

## Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	<a href="#">7,350</a>	<a href="#">7,350</a>	<a href="#">7,350</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Assessed Value</b>	<a href="#">7,350</a>	<a href="#">7,350</a>	<a href="#">7,350</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">3,675</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

## Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	<a href="#">21,000</a>	<a href="#">21,000</a>	<a href="#">21,000</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Taxable Value</b>	<a href="#">21,000</a>	<a href="#">21,000</a>	<a href="#">21,000</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">10,500</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

Back to Search List





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



LANDER COUNTY

Split 10-280-25 to 10-280-33, 34, 35 & 36 Doc. #274676  
Split 10-280-21 to 10-280-29, 30, 31 & 32 Doc. #274677

Boundary line adjustment 10-280-21  
and 25, Doc. #273960 6/30/2015

A-1 WITH A MINIMUM LOT SIZE OF 2.5 AC. .



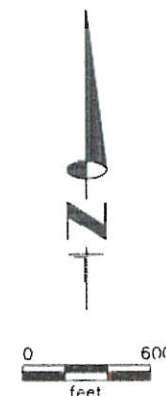
A-3

010-280-0 14.93 ac.. CHANGE EAST 716.27 FEET  
FROM A-3 TO A-1

010-280-06 14.24 ac. CHANGE EAST 716.27 FEET  
FROM A-3 TO A-1

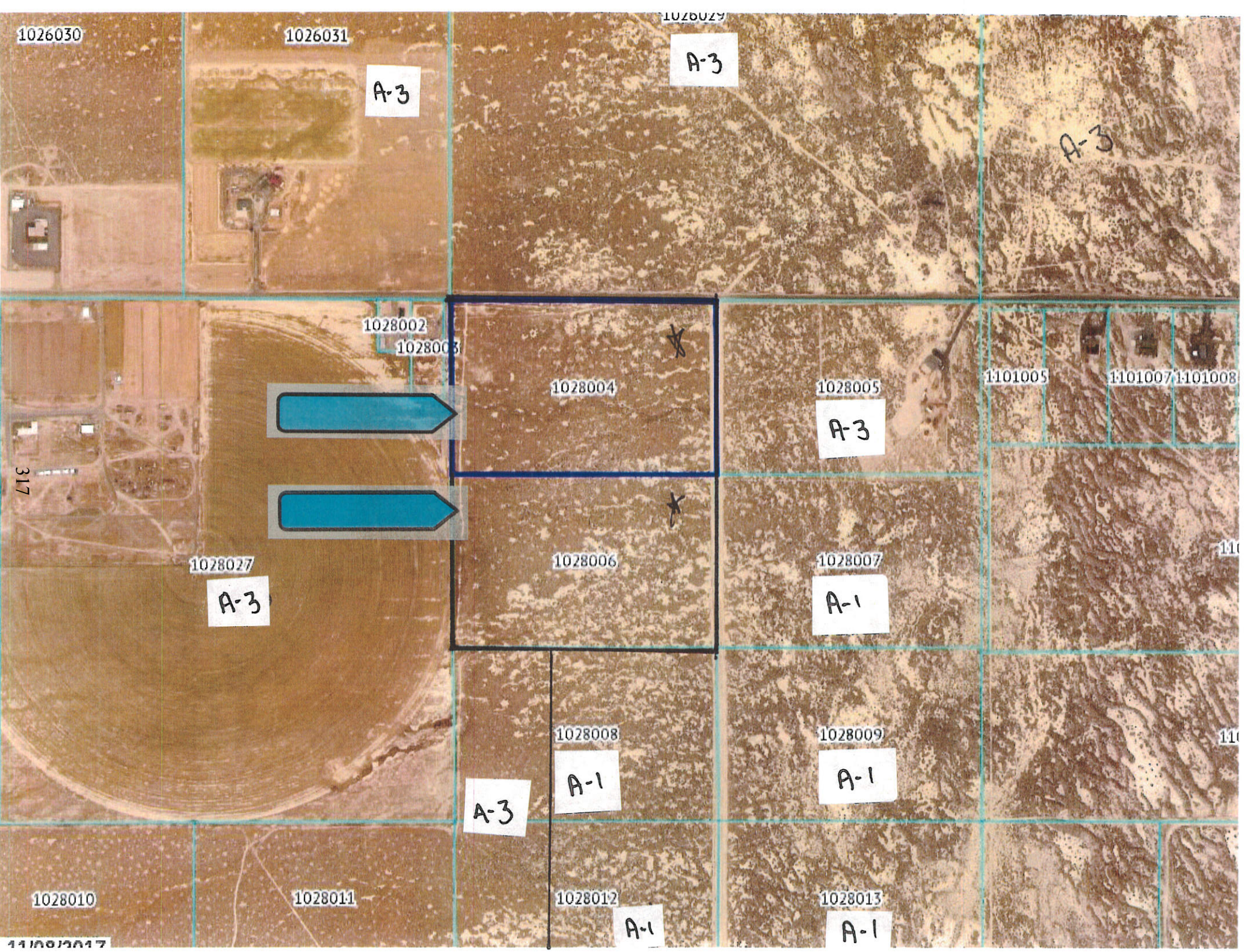
TOTAL 29.17 ac.

T 32 N

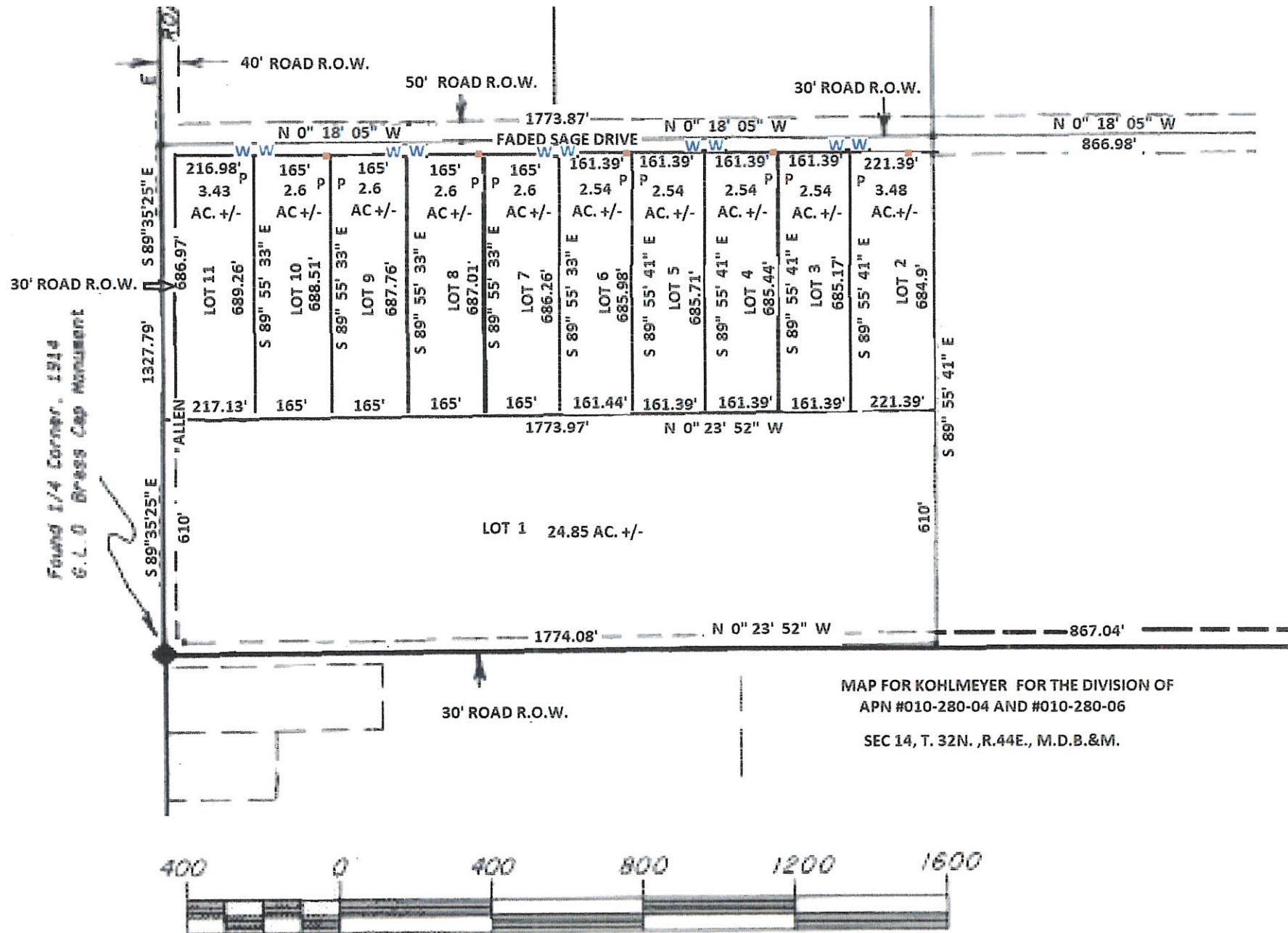


LANDER COUNTY









MAP FOR KOHLMAYER FOR THE DIVISION OF  
APN #010-280-04 AND #010-280-06  
SEC 14, T. 32N., R. 44E., M.D.B.&M.



# RECORDING REQUEST BY:

Lander County Clerk

50 State Route 305

Battle Mountain, NV 89820

NOTICE OF ZONING CHANGE: APN 010-280-04 & 010-280-06

---

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.

APN: 010-280-04 & 010-280-06

### NOTICE OF ZONE CHANGE

PLEASE TAKE NOTICE that the Lander County Board of Commissioners at its regularly scheduled meeting held on the 09<sup>th</sup> day of August, 2018, pursuant to the request of William & Heather Kohlmeyer, did approve and formally change zoning on Lander County Assessor's Parcel Number 010-280-04 & 010-280-06 from Farm and Ranch District (A-3) to One Acre Agricultural (A-1) zoning with a minimum lot size of 2.5 acres.

Note: The remaining west 610 feet of 010-280-04 and 010-280-06 will be combined into one lot and rezoned to Farm and Ranch District (A-3) within three years of the recording of this document.

The real property, commonly known as APN: 010-280-04 & 010-280-06, described as LOTS 1 & 3 · ASHCRAFT MAP #183519, are located in the W ½ of the N/E ¼ of Section 14, Township 32 North, Range 44 East, Lander County, Battle Mountain, Nevada.

Dated this \_\_\_\_\_ day of August 2018.

\_\_\_\_\_  
DOUG MILLS, CHAIRMAN  
LANDER COUNTY COMMISSION

Attest: \_\_\_\_\_  
SADIE SULLIVAN  
LANDER COUNTY CLERK

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_7\_\_

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

Discussion and possible action to approve/disapprove the recommendation of the Planning Commission for the following zone change request for Eric & Stacy Ragland from A-3 Farm and Ranch District to A-2 Five Acre Agricultural District: APN's 010-280-20 and 010-280-24 located on Faded Sage Drive, and all other matters properly related thereto.

Public Comment:

Background: Please see staff Comments attached. Notice was sent to property owners within 300 feet of the property on July 26, 2018 and was advertised in the Battle Mountain Bugle on July 25, 2018. This file was heard and approved by the Lander County Planning Commission on August 8, 2018.

Recommended Action: To uphold the decision of the Lander County Planning Commission on August 8, 2018.



## Lander County Commission Agenda Request Form

COMMISSIONER MEETING DATE 09/13/18  
NAME Stacy Ragland REPRESENTING self  
ADDRESS 200 Middlegate Dr. Battle Mountain, NV 89820  
HOME PH 775-635-8579 WORK \_\_\_\_\_ CELL \_\_\_\_\_ FAX \_\_\_\_\_  
WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? HM  
WHO WILL BE ATTENDING THE MEETING Stacy Ragland  
JOB TITLE Owner PH 635-8579

**SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:** DISCUSSION FOR POSSIBLE ACTION REGARDING APPROVAL/DISAPPROVAL FOR A ZONE CHANGE FOR ERIC & STACY RAGLAND FROM A-3 FARM AND RANCH DISTRICT TO A-2 FIVE ACRE AGRICULTURAL DISTRICT; APN'S 010-280-20 & 010-280-24 LOCATED ON FADED SAGE DRIVE.

**BACKGROUND INFORMATION:** PLEASE SEE STAFF COMMENTS ATTACHED. NOTICE WAS SENT TO PROPERTY OWNERS WITHIN 300 FEET OF THE PROPERTY ON JULY 26<sup>TH</sup> AND WAS ADVERTISED IN THE BATTLE MOUNTAIN BUGLE ON JULY 25<sup>TH</sup>. THIS FILE WAS HEARD AND APPROVED BY THE PLANNING COMMISSION ON 08-08-2018.

**WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE?** IT IS THE RECOMMENDATION OF THE PLANNING COMMISSION TO UPHOLD THEIR DECISION IN APPROVAL OF THIS ZONING CHANGE FRO A-3 TO A-2.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YES \_\_\_\_ NO X  
AMOUNT \$ \_\_\_\_\_

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES \_\_\_\_ NO X  
WHEN? \_\_\_\_\_

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS? YES X NO \_\_\_\_

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST, NOT AT THE MEEING:

IS ALL THE BACK UP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES X NO \_\_\_\_

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

HAS THE DISTRICTATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW? YES \_\_\_\_ NO \_\_\_\_

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE:

SIGNATURE [Signature] DATE 8-9-18  
The Lander County Board of Commissioners meets the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month

# LANDER COUNTY PLANNING COMMISSION

August 8, 2018

## AGENDA ITEM NUMBER 1

---

- 1) \*Discussion for possible action regarding approval/disapproval of the following Zone Change, and other matters properly related thereto:

Applicant: Eric & Stacy Ragland  
Location: Faded Sage Drive Battle Mountain Lots 17 & 21 Ashcraft Map #183519, SE ¼ section 14 Township 32N Range 44E.  
APN: 010-280-20 & 010-280-24  
Type: To change current zoning of A3 farm and ranch district to A2 five acre agricultural district.

Staff Comments:

This file was sent to: County Executive Director, Public works, Building Official, Assessor and District Attorney.

Applicant has requested a zone change from A-3 farm and ranch district, to A-2 five acre agricultural district, to parcel the land into approximately five acre pieces. The property to the east and north are zoned A1 with a minimum of 2.5 acres and the properties to the west and south are zoned A-3. The master plan calls for a "buffer zone" of A-2 between A-3 lands and A-1 lands transitioning from higher to lower density lands. Lander County is extending Municipal water in that area so only septic will be on each parcel. 99 septic systems per mile are allowed in this area without further engineering (allowing 198). Currently there are 89 septic systems within a one mile radius of these properties. At complete build-out, including parcels with the potential of adding septic service in the future, there will be over the allowable amount per the state; however, it is first come first serve through the state and with just the amount that this applicant will possibly be adding it will be below the allowable amount by 2 septs.

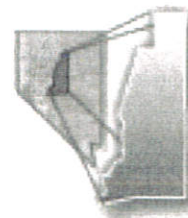
Notice was sent to property owners within 300 feet of the property on July 26<sup>th</sup>. It was advertised in the Battle Mountain Bugle on July 25<sup>th</sup>.

\*Taxes are current on both parcels as of 7/17/2018.



# Lander County Planning Commission

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



## ZONE CHANGE APPLICATION

### APPLICANT / OWNER INFORMATION

Applicant(s): Eric or Stacy Ragland  
Physical Address: 200 Middlegate Dr. Battle Mountain NV 89820  
Mailing Address: 200 Middlegate Dr. Battle Mountain NV 89820  
Phone Number: 775.635.8579  
Owner(s) Property: Eric and Stacy Ragland Family Trust

### PROJECT INFORMATION

Property Location: Vicinity of Faded Sage Road and Vicinity of ~~Beacon Light Road~~  
Assessor's Parcel Number: 010 - 280 - 20, 010-380-24, 010-490-03  
Current Zoning: \_\_\_\_\_  
Are there any deed restrictions affecting the use of the property? ☐ yes ☒ no

#### What is the reason for the Zone Change Request?

If so desired, to parcel down to smaller size lots for our children.

Zone change A3 to A2

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

#### Why or Why not?

Land use will be exactly as it is now. Single family agriculture use.



Will granting a Zone Change affect public health, safety or general welfare?

☐ yes ☒ no

Why or Why not?

No change from current use.

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

None

### SIGNATURE(S)

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

  
Applicant's Signature

Date: 6-28-18

\_\_\_\_\_  
Applicant's Signature (If not owner)

Date: \_\_\_\_\_

### REQUIRED AT TIME OF APPLICATION

The following must accompany this application:

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

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

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

OWNER'S AFFIDAVIT

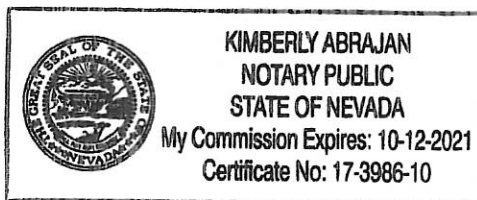
STATE OF NEVADA       )  
                                  )SS.  
COUNTY OF LANDER    )

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

SIGNED Stacy Ragland  
200 Middlegate Dr  
Battle Mtn. NV 89820  
(MAILING ADDRESS)

PHONE NO. 775-635-8579

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28 DAY OF June 18 2018



Kimberly Abrajan  
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY COMMISSION EXPIRES: 10-12-2021



Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 010-280-20

Prior Parcel # 008-220-85

## Location

Property Location [LOT 17 - ASHCRAFT MAP #183519](#)  
 Town  
 District [8 0 - Battle Mountain Road Special](#)  
 Subdivision [WITHIN SE4 14/32/44](#) Lot Block  
 Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name [RAGLAND FAMILY TRUST](#)

Mailing Address [RAGLAND, ERIC & STACE TRUSTEES](#)  
[200 MIDDLEGATE DRIVE](#)  
[BATTLE MOUNTAIN, NV 89820](#)

Ownership History

Document History

Legal Owner Name [RAGLAND FAMILY TRUST](#)Vesting Doc #, Date [284939](#) [01/29/2018](#) Year / Book / Page [18 / 701 / 775](#)Map Document #s [183519](#)

## Description

Total Acres [23.650](#)Square Feet [0](#)Ag Acres [000](#)W/R Acres [000](#)

## Improvements

Single-family Detached [0](#) Non-dwelling Units [0](#) Bedrooms / Baths [0 / .00](#)

Single-family Attached [0](#) Mobile Home Hookups [0](#) Stories [0](#)

Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)

Mobile Homes [0](#) Septic Tanks [0](#) Attached / Detached

Total Dwelling Units [0](#) Buildings Sq Ft [0](#)

Improvement List Residence Sq Ft [0](#)

Improvement Sketches Basement Sq Ft [0](#) Basement

Improvement Photos Finished Basement SF [0](#) Bedrooms / Baths [0 / .00](#)

## Appraisal Classifications

Current Land Use Code [100](#) Code TableZoning Code(s) [A3](#)

Re-appraisal Group [4](#) Re-appraisal Year [2013](#)  
 Original Construction Year Weighted Year

## Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	<a href="#">7,350</a>	<a href="#">7,350</a>	<a href="#">7,350</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Assessed Value</b>	<a href="#">7,350</a>	<a href="#">7,350</a>	<a href="#">7,350</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">3,675</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

## Taxable Valuation

Taxable Values	2018-19	2017-18	2016-17
Land	<a href="#">21,000</a>	<a href="#">21,000</a>	<a href="#">21,000</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Taxable Value</b>	<a href="#">21,000</a>	<a href="#">21,000</a>	<a href="#">21,000</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">10,500</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

Back to Search List



Close Window

Personal Property

Sales Data

Secured Tax Inquiry

Recorder Website

## Parcel Detail for Parcel # 010-280-24

Prior Parcel # 008-220-89

## Location

Property Location [LOT 21 - ASHCRAFT MAP #183519](#)  
 Town  
 District [8.0 - Battle Mountain Road Special](#)  
 Subdivision [WITHIN SE4 14/32/44](#) Lot Block  
 Property Name

Add'l Addresses

Assessor Maps

Legal Description

Ag Land

## Ownership

Assessed Owner Name [RAGLAND FAMILY TRUST](#)

Mailing Address [RAGLAND, ERIC & STACE TRUSTEES](#)  
[200 MIDDLEGATE DRIVE](#)  
[BATTLE MOUNTAIN, NV 89820](#)

Ownership History

Document History

Legal Owner Name [RAGLAND FAMILY TRUST](#)Vesting Doc #, Date [284939](#) [01/29/2018](#) Year / Book / Page [18 / 701 / 775](#)Map Document #s [183519](#)

## Description

Total Acres [23.630](#) Square Feet [0](#)  
 Ag Acres [.000](#) W/R Acres [.000](#)

## Improvements

Single-family Detached [0](#) Non-dwelling Units [0](#) Bedrooms / Baths [0 / .00](#)  
 Single-family Attached [0](#) Mobile Home Hookups [0](#) Stories [0](#)  
 Multiple-family Units [0](#) Wells [0](#) Garage Square Ft... [0](#)  
 Mobile Homes [0](#) Septic Tanks [0](#) Attached / Detached  
 Total Dwelling Units [0](#) Buildings Sq Ft [0](#)

Improvement List

Improvement Sketches

Improvement Photos

Residence Sq Ft [0](#)Basement Sq Ft [0](#)

Basement

Finished Basement SF [0](#)Bedrooms / Baths [0 / .00](#)

## Appraisal Classifications

Current Land Use Code [100](#) Code TableZoning Code(s) [A3](#)

Re-appraisal Group [4](#) Re-appraisal Year [2013](#)  
 Original Construction Year Weighted Year

## Assessed Valuation

Assessed Values	2018-19	2017-18	2016-17
Land	<a href="#">7,350</a>	<a href="#">7,350</a>	<a href="#">7,350</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Assessed Value</b>	<a href="#">7,350</a>	<a href="#">7,350</a>	<a href="#">7,350</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

## Taxable Valuation

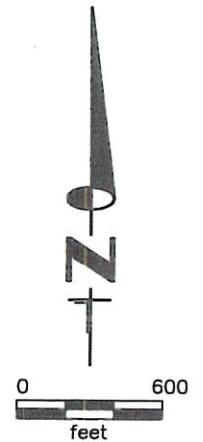
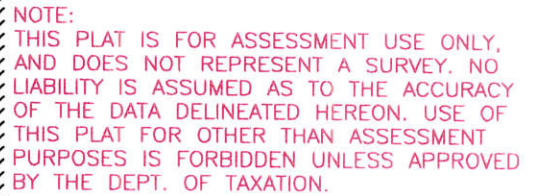
Taxable Values	2018-19	2017-18	2016-17
Land	<a href="#">21,000</a>	<a href="#">21,000</a>	<a href="#">21,000</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Ag Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Exemptions	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
<b>Net Taxable Value</b>	<a href="#">21,000</a>	<a href="#">21,000</a>	<a href="#">21,000</a>

## Increased (New) Values

Land	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Improvements	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>
Personal Property	<a href="#">0</a>	<a href="#">0</a>	<a href="#">0</a>

Back to Search List





LANDER COUNTY

Note: Dashed roads traced from air photo

Boundary line adjustment 10-280-21  
and 25, Doc. #273960 6/30/2015



1028020

1028021

110

330

1028024

1028025

1103024

1103023



1028016

1028017

1028020

1028021

1028024

1028025

4  
3  
2  
1

331



LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_8\_\_

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

Discussion only regarding an update on the Mill Creek Campground provided by BLM Representatives Jon Sherve and Anna O'Brien, and to review the Mill Creek Enhancement Plan, and all other matters properly related thereto.

Public Comment:

Background: **Attached**

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



Agenda Request Form  
COMMISSION MEETING DATE Sept. 13

NAME Kyle Hendrix REPRESENTING BLM  
ADDRESS 50 Bastian Road, Battle Mountain, 89800  
PHONE(H) 626-905-3712 (W) 775-635-4054 (FAX) \_\_\_\_\_

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS? W

WHO WILL BE ATTENDING THE MEETING? Jon Sherve + Anna O'Brien  
JOB TITLE Mont Lewis Field Manager / Woods Specialist

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Update on Mill Creek  
Campground. Request review of Mill Creek  
Enhancement Plan

BACKGROUND INFORMATION: Fire at Mill Creek Campground -  
BLM has developed an Enhancement Plan  
for the area.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Review  
of the Plan and provide feedback.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

YES \_\_\_ NO ☒

AMOUNT: \_\_\_\_\_

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

YES \_\_\_ NO ☒

WHEN? \_\_\_\_\_

HAS THIS ISSUE BEEN REVIEWED BY AFFECTED DEPT HEADS?

YES \_\_\_ NO ☒

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

IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST?

YES ☒ NO \_\_\_

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

HAS THE DISTRICT ATTORNEY'S OFFICE PROVIDED REQUIRED REVIEW?

YES \_\_\_ NO ☒

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE: \_\_\_\_\_

DATE: 8/17/18

U.S. Department of the Interior  
Bureau of Land Management

---

**Battle Mountain District  
Mill Creek Campground Enhancement Plan  
February 7, 2018**

**PREPARING OFFICE**

U.S. Department of the Interior  
Bureau of Land Management  
Battle Mountain District Office  
50 Bastian Road  
Battle Mountain, NV 89820



## **Overview**

A human caused fire burned through the Mill Creek Campground, destroying structures and features in addition to the surrounding vegetation. The fire started on Wednesday June 28, 2017, and was contained on Saturday July 1, 2017. The fire burned 479 acres within the Battle Mountain District Office (BMDO), of which 249 acres were on private land and 230 acres on public land administered by the Bureau of Land Management (BLM). The fire started in the Mill Creek Campground, one of three designated campgrounds in the BMDO. Before the fire was contained, the entire campground burned resulting in extensive damage to recreation resources including structures, campsites, and valuable stream stabilizing vegetation. The southernmost portion of the fire engulfed 6.3 acres of an area designated for Off-Highway Vehicle (OHV) recreation use in the Shoshone OHV Trail System (see Appendix A).

Mill Creek runs through the affected campground (1.22 miles of creek on public land and 0.67 miles on private land within the burn area). The creek was lined primarily with old growth *Populus spp* (Cottonwood), *Acer negundo* (Box Elder), along with *Salix spp* (Willow) and other native and non-native woody species in the campground. Upstream of the campground there is primarily *Salix spp* (Willow) along with *Populus spp* (Cottonwood), *Acer negundo* (Box Elder), and other old growth native and non-native trees (see Appendix D&E).

## **Damage Assessment**

An initial survey estimates a minimum of 50 percent of the cottonwoods will not survive, as cottonwoods have a very low tolerance for scorch. Willows can be more resistant to fire and may have lower mortality. The creek itself has a few pre-burn erosion control measures in place, but these measures will be futile in the wake of the fire. The fire removed all forbs and grasses that were stabilizing the bank in and upstream from the campground.

The area that the Mill Fire burned is considered very steep: The lowest point within the burnt area is approximately 5160 feet above sea level with an elevation gain of 800 feet within the 479-burned acres. This means that erosion from both wind and water are expected to occur until plant matter regrows to hold the soil in place. This erosion could negatively affect roads, properties, and water quality downslope of the fire through sediment movement and changes in terrain for years to come. Erosion will increase the disturbed areas where invasive exotic vegetation thrives and contribute to soil loss within the burn area. Areas of the burned mountainsides are directly adjacent to Mill Creek, and without vegetation and other stabilizing measures, these banks/mountainsides will erode into the stream, significantly changing the layout of the area.

In the campground, fire consumed the following:

- one of three vault toilets,
- 16 campsites lost wooden parking barriers,
- one picnic table burned,
- a kiosk/interpretive sign burned,
- the campground's two pedestrian bridges were both consumed,
- and posts and braces of a fence were burned over that excluded the campground from livestock use and was rendered non-functioning.



Within the burn perimeter, there are three known noxious species: *Acroptilon repens* (Russian Knapweed), *Cardaria draba* (Hoary Cress), and *Tribulus terrestris* (Puncture Vine). Other invasive exotic plants found within the burn were *Bromus tectorum* (Cheat Grass), *Cirsium vulgare* (Bull Thistle), *Alyssum desertorum* (Desert Madwort), *Ceratocephala testiculata* (Bur Buttercup), *Convolvulus arvensis* (Field Bindweed), *Descurainia sophia* (Tansy Mustard), *Lactuca serriola* (Prickly Lettuce), *Melilotus officinalis* (Sweet Clover), *Salsola kali* (Russian Thistle), *Rumex crispus* (Curly Doc) and *Lepidium perfoliatum* (Clasping Pepperweed). Since the site is a recreation site, there is a high likelihood that other invasive exotic and noxious plants were within the burned area (see Appendix D).

## **Proposed Restoration and Rehabilitation Actions**

Several sources are proposed to be used in order to fully restore, rehabilitate, and improve the campground, and each source is intended for different types of work. Those sources are broken down here into actions funded from fire and actions funded from other sources. The actions funded by fire include S numbers, suppression damage funding, and Emergency Stabilization (ES) and Burned Area Rehabilitation (BAR). The other funding such as recreation or grant funding it is intended to use for improvements to the campground, and as of yet, this funding has not been obtained (see Appendix A).

### **S Numbers:**

S numbers are directly tied to the suppression damage and will be used to replace the facilities and improvements damaged in the fire. These S numbers will be applied to replace the toilet, parking barriers, picnic table, kiosk/interpretive sign, and pedestrian bridges. The replacements are limited to "in-kind" replacements, with the exception that they may be upgraded to meet current regulatory standards, such as meeting current accessibility standards for the Americans with Disabilities Act (ADA). The S numbers will be used to purchase the materials for parking barriers, and the kiosk. The picnic table will be purchased outright, and the construction of the bridges and pit toilet will be contracted. The sole purpose of the S numbers is to restore the campground facilities to what existed pre-fire.

This funding is paid directly from the fire suppression (S) accounts, and while no explicit timeline exists for spending these funds, they are not unlimited, and they are encouraged to be utilized as soon as possible.

### **Suppression Damage funding:**

A small portion of the treatments incorporate repairing damage caused by suppression activities. For the Mill Creek Fire, this includes removing dozer berms, installing water bars in suppression lines that have steep slopes, and seeding dozer lines. These activities are paid directly through suppression funding and require no NEPA.

### **ES and BAR:**

ES and BAR treatments are intended to stabilize natural and cultural resources, minimize threats to life and property as a result of the fires effects, prevent degradation of soil and water resources, and recover the vegetative community to an acceptable level. To this end, treatments have been identified using an interdisciplinary team with the intent of implementing some or all

of these treatments over the next five years. The ES and BAR activities have already been analyzed in the Battle Mountain District Programmatic Emergency Stabilization and Rehabilitation Plan, and require only a site specific Determination of NEPA Adequacy (DNA). Funding for ES is limited to 3 years, and funding for BAR is limited to 5 years.

Within the Campground Area (see Appendix D):

- The remnants of the burnt facilities (fence, wooden barriers, kiosks, footbridge, vault toilet, picnic tables, etc.) will be designed, engineered and replaced with similar infrastructure that meets modern specifications and be compliant with the Americans with Disability Act (ADA).
- Pre-fire there was a large grove of *Populus* sp (Cottonwood), *Acer negundo* (Box Elder), along with *Salix* sp (Willow) and other native and non-native woody species that lined Mill Creek and ran through the campground. Prior to allowing the public back into the campground, all hazardous dead or partially dead trees will be removed, both from the campground proper, and from the BLM land that is immediately surrounding the campground.
- The campground will remain closed to all human use until all hazards are mitigated and facilities that burned down are replaced.
- A jack rail fence will replace the burnt fence surrounding the campground, and extend down to the edge of BLM land. Due to the high prevalence of fires, the likelihood of archeological sites in the area, and heavy public use of the area, a metal jack rail fence was deemed the best option.

Stabilizing the Creek Bank (see Appendix C):

- Mill Creek runs through the burnt area and therefore stabilization of the banks, as well as surrounding hillsides, is critical so that the waterway is not detrimentally impacted from winter rain and snow run-off. Stabilization methods will include check dams of native materials such as downed logs placed along the creek to create sediment traps, and the use of wood mulch along banks and close hillsides, to slow the movement of soil downhill and into the creek. All tree work done in the area will assist in meeting this objective.
- Planting seedlings along the bank of Mill Creek will replace the burnt old-growth trees that lined the campground and stream. Prior to the wildfire, the cottonwood trees provided their sprouting sucker roots and the network of willow roots that stabilize the creek banks and hillsides, and provided a recreational draw to the campground. Replacement tree species have less potential to be killed by future wildfires, grow quickly to provide shade and stabilize banks with their network of roots, so these trees will not require constant maintenance. New tree species will significantly reduce safety issues at the recreation site from the constant breakage of the cottonwood trees. Large Cottonwoods have weak brittle wood prone to rot and other disease, and have a tendency towards breakage of large branches and trunk sections when stressed by high winds and seasonal drying. Slower growing trees than the cottonwoods were added to the tree planting list, to help maintain the bank in post-rehabilitation efforts.
- There will be three different sections of tree plantings. First, the campground area will consist of a wider mix of trees: *Cornus sericea* (Red-osier Dogwood), *Ribes aureum* (Current) *Prunus virginiana* (Chokecherry), *Acer negundo* (Box-Elder), *Pinus*

*monophylla* (Singleleaf Pinyon), *Pinus ponderosa* (Ponderosa Pine), *Prunus emarginata* (Bitter cherry), plus other native trees that will grow in the area and meet the above criteria. Second, on BLM administered public lands upstream from the campground there will be a mix of cottonwood trees and *Salix sp* (Willows). In the third planting area, which is not adjacent to the campground, only willows will be planted. All willows will be stob plantings of trees cut on site. A large percentage of the cottonwoods are being donated to the project by the U.S. Forest Service's Lucky Peak Nursery. The Nevada Division of Wildlife (NDOW) has proposed assisting with tree planting along the streambed on the private property. It is hoped that some of the revegetation efforts could be accomplished during a BLM community volunteer event after the campground area has been made safe (see Appendix E).

#### Reseeding the Area and Temporally Closure to Cattle:

- The Mill Fire burned in the Argenta Allotment. The burned area will be closed to livestock grazing until monitoring data indicates that recovery objectives have been met, or after two growing seasons. The recovery objective is to have three or more permanently established desirable perennial plants/square meter, in both seeded/unseeded areas of the wildfire. Once this objective is met the area can be reopened to grazing.
- A temporary fence will be placed around the northeast side of the road that bisects the fire. These fences will keep large animals (e.g. cattle, wild horses) from grazing the recently seeded burnt area. The fences will be about 3.8 miles long, and will protect the stabilization treatments, while closing a minimal amount of the unburned areas outside the fire perimeter to grazing. This fence will help facilitate closure of the burn from grazing, until the site objectives are met, or after a minimum of two growing seasons. To aid the removal of any animals that may get in the enclosure, gates will be placed every mile and at corners. Flagging and markers will be placed along common existing animal trails that the fence bisects, to help animals recognize recent changes in the area.
- Sage-grouse deterrents (reflectors) will be placed between fence posts. The fence will be constructed in accordance with wildlife standards, including a smooth bottom wire for pronghorns. BLM standards and best management practices will be used throughout the project. The fence should be constructed before the 2018 growing season. This time frame should minimize the detrimental effects of grazing sprouting seeding treatments, and be done prior to cattle being placed on the pastures in April. When site objectives are met and the closure is lifted, the fence will be removed.
- The proposed treatment is to drill seed approximately 100 acres, and to broadcast seed with soil incorporation approximately 63 acres with a mixture of native grasses and forbs. While all seeds are subject to availability, the drill seed mix will primarily consist of eight grasses: *Achnatherum hymenoides* (Indian Ricegrass), *Bromus marginatus* (Mountain Brome), *Elymus wawawaiensis* (Snakeriver Wheatgrass), *Poa secunda* (Sandberg Bluegrass), *Elymus elymoides* (Bottlebrush Squirreltail), *Festuca idahoensis* (Idaho Fescue), *Leymus cinereus* (Great Basin Wildrye), and *Pseudoroegneria spicata ssp. spicata* (Bluebunch Wheatgrass). There will also be three forbs: *Achillea millefolium* (Western Yarrow), *Balsamorhiza sagittata* (Arrowleaf Balsamroot) and *Crepis acuminata* (Tapertip Hawksbeard); and one shrubs/subshrubs *Artemisia tridentata* *vr wyomingensis* (Wyoming Sagebrush). The broadcast mix will be the same except for the sagebrush that will be left out. The seeding equipment will avoid rock outcrops, unburned islands, and

any identified cultural sites. Seeding will occur in the fall, winter and early spring, shortly before anticipated winter snowfall to assist with propagation.

Invasive Exotic Plants and Noxious Weed Treatments (see Appendix D):

- Removing *Bromus Tectorum* (Cheat Grass) in the fire perimeter should assist in the reseeding and seedling plantings, and the rehabilitation of the fire. One hundred sixty three acres in the area around the campground will be the focus area for spraying. To accomplish this, a BLM approved herbicide (Imazapic) will be sprayed at the recommended rate within the fire perimeter on BLM lands. If sprayed in the early spring, a glyphosate herbicide will be added to the Imazapic to increase the mortality rate of the Cheat Grass. Imazapic is a relatively selective herbicide, and while it will kill/suppress Cheat Grass, it will not affect the majority of the seeds that are going to be planted. All of the grasses that are being planted are either listed as safe on the label, or there has been research that shows Imazapic will not kill it. The shrubs and forbs are more questionable, though they are not mentioned on the label at all and are not in the list of what the chemical will kill. While glyphosate will kill every plant it come in contact with, it has no residual and can be applied early enough that only Cheat Grass is growing, or only applied in spots that need the extra assistance. Glyphosate will only be used in proximity to shrubs and forbs that are dormant.
- With the knowledge that noxious weeds, such as *Cardaria draba* (Hoary Cress), *Tribulus terrestris* (Puncture Vine), and *Acroptilon repens* (Russian Knapweed) exist in the perimeter of the fire, an aggressive approach to the removal of these plants is needed. The interior of the fire should be inventoried for the presence of noxious weeds. All plants treated with BLM-approved herbicide, or manually removed to stop their spread, and to reduce their impact on the other proposed ES and BAR treatments. After treatment, monitoring for effectiveness, and determining if retreatment is required should be completed. These treatments will be done for up to five years.
- With a high rate of invasive exotic plants already in place pre-burn, there is a high likelihood of these plants growing to such prevalence that the native seeded/planted plants cannot thrive. The best way to manage the area so that the stabilization and rehabilitation work can thrive, is to spot treat all invasive exotic plants throughout the campground. To accomplish this, a BLM approved herbicide will be sprayed at the recommended rate in the fire perimeter.

Monitoring:

- All areas/treatments will be monitored for 3-5 years, to verify that all treatments are meeting expectations, and to confirm that no additional treatments will be needed.
- Monitoring would be completed to analyze the effectiveness and success of the rehabilitation treatments. Permanent representative monitoring sites would be established to monitor density, the production of seeded species, native release and noxious/invasive weed encroachment. Density and cover measurements would be used to determine the effectiveness of the seeding treatment. Measurement techniques will adhere to best management practices and BLM standards. Photo points will be established to qualitatively assess and document site conditions through time.
- Monitoring will be focused on addressing the following questions: 1) Have the desirable species been successfully established, and do they provide sufficient cover to adequately



protect the site from soil erosion? 2) Is there evidence that a self-sustaining community has been established? 3) Are vegetative reproduction and establishment of the desirable species occurring?

- When possible, all monitoring sites will have adjacent, non-treated reference sites established, to compare results of treatments.

Planning for these treatments was completed within 21 days after the fire was controlled as is required to obtain ES and BAR funding. The ES and BAR treatments are estimated to cost \$302,000 over the life of the plan, while the costs for S numbers and suppression rehabilitation has not been finalized.

### **Proposed Mill Creek Expansion:**

Outside of the rehabilitation of the campground directly related to fire impacts, several improvements have been proposed.

#### Riparian improvements (see Appendix C):

To improve the stream corridor for both riparian health and recreational use, it is proposed to regrade the stream channel to remove the incised banks, place additional erosion barriers, and evaluate the fishery potential of the creek with the coordination of NDOW. It is anticipated that some of this work will entail the use of heavy equipment to slope the banks, and place check dams to catch sediment. Gravel may be added to the stream bed as fish habitat and, additional plantings of native trees and shrubs is anticipated. Some of these activities may result in ponding, which would provide ancillary recreational, wildlife, and aesthetic benefits. The planning for these activities would include lands upstream from the campground area with intention of initiating a collaborative operation to improve stream health. This would likely be done under a range improvement authority with a right of way action and would require an Environmental Assessment.

It is proposed that 1.22 miles of Mill Creek would be subjected to bank re-grading, changing the profile of the banks from steeply sloping and undercut, to a much wider channel and gradual slope. This may entail heavy equipment to move and grade the banks, as well as measures to protect the post treatment banks from degradation. This may include the additions of gravel, as well as additional plantings to establish vegetative stabilization. Treatments may also include the construction of temporary or permanent erosion control features such as engineered riprap, check dams, crib walls, gabion baskets etc. The preference is to use natural materials to provide self-sustaining stabilization once any regrading is finished.

Some meander may be introduced to help reduce water velocity and the potential to undercut banks through the placement of boulders or large woody debris. To protect water quality in terms of temperature, trees and shrubs would be planted around pools to shade them.

The analysis in any NEPA for these proposed activities would include a hydrologic assessment of the current system, a fisheries survey, and a soil survey in order to determine the effects of the proposed actions. AIM Aquatic methods would be utilized to determine current channel morphology, and additional baselines may be required by the hydrologist.

#### Campground Expansion (see Appendix G&I)

The current designated campground does not extend upstream beyond the pit toilets. It is proposed that the designated campground area be expanded east to the upstream boundary with private lands, then south to connect with the Shoshone OHV trail system. In order to accomplish this, BLM would issue a Right of Way (ROW) and utilize NEPA to amend the Shoshone Eureka Resource Management Plan to remove the expanded area from discretionary actions such as mineral development. This proposed expansion would increase the size of the designated area from 80 acres to approximately 142 acres. This campground expansion would not be used to add campsites, but would designate the lands for recreational purposes associated with the campground.

In addition to expanding the campground, the BLM is proposing to provide a trail and bridge connection to the Shoshone OHV system. The footprint of the current OHV approved area is directly adjacent to the proposed campground expansion, and BLM would work to acquire a ROW across the private lands to connect to the Shoshone OHV. A new trail would be constructed as part of this effort, to connect the campground to the rest of the OHV trails currently in use.

Due to the popularity of UTV's and the relative decline of ATV's, the BLM is proposing that the new trail be made to side by side UTV specifications for clearances. Trail standards to accommodate these vehicles would be 65-70 inches in width. This may include altering the current OHV trails as well as new construction. In addition, a crossing would be created across Mill Creek capable of supporting UTV size machines. Bridges, and various fords (gravel or concrete) would be assessed as part of this process with potential crossing locations identified and analyzed for impacts. Bridges would incorporate a 65-70 inch wide deck, and would have load ratings of a minimum 3,000 pound capacity to accommodate UTV's. Bridge length will depend upon the size of the re-contoured channel.

The BLM also is proposing the addition of a horseshoe pit within the developed area. This would include natural wood pit walls and a pea gravel material in the pits lined with a weed mat to prevent the pits from becoming noxious weed havens. Pit dimensions would be standard horseshoe pit dimensions with the location(s) to be determined later.

In order to increase the aesthetic value of the campground, additional species are being proposed for planting, this may include native and non-native species including *Purshia tridentata* (Antelope Bitterbrush), *Acer glabrum* (Rocky Mountain Maple), *Betula occidentalis* (Water Birch), *Ceanothus velutinus* (Snowbrush ceanothus), *Sambucus racemosa* (Red Elderberry), *Shepherdia argentea* (Silver Buffaloberry) or other non-native species that do not have invasive tendencies. Species chosen will be chosen based on their value to wildlife as well as their aesthetic features, and their ability to thrive in the campground.

#### Interpretive trail (see Appendix G):

The BLM is proposing that the campground addition incorporate an interpretive loop trail approximately 1 mile in length, looping upstream from the camping pads and accessing both sides of the creek. This loop trail would be approximately 1 mile in length and generally follow the riparian zone, though it may meander away from the creek. Trail specifications are for a 24-36 inch wide tread and foot bridges would be 36 inches in width and 16 feet in length. In order to be an interpretive trail, signage would be placed at various points around the trail. Sign specifications and language would be specified at a later date, but would follow BLM recreation manuals and policy for footings, height, font size, and placement standards. Information

included in the signage would potentially include information on fisheries, native plants, fire, leave no trace, weeds, OHV ethics, wild horses, wildlife, birds, CCC history of the campground area, cultural history etc. In order to create a loop trail, a third footbridge would need to be placed upstream from the main campground. Specifications would be similar to the bridges being replaced through S numbers.

Permanent Campground fencing (see Appendix G):

In accordance with expanding the footprint of the designated campground, the BLM is proposing to convert a section of temporary fencing for seeding protection, a permanent feature. This would be steel jack rail fencing and would surround approximately 118 acres of the designated campground. This would replace some current sections of barbed wire that were damaged in the fire. Jack rail will be used for the temporary fencing to avoid surface disturbance associated with digging or pounding fence posts, and through a Categorical Exclusion (CX) it is proposed to make this temporary fencing permanent.

NEPA

Several pre-existing NEPA documents for Mill Creek have been created in the past including a 1987 stream bank stabilization plan, in which some of the current erosion features were installed, as well as a 1988 Recreation Management Plan for the site. These would be utilized or amended to obtain some of the necessary specifications and hydrologic potential of the site.

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_9\_\_

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

Discussion and possible action regarding the Battle Mountain Levee and an update provided by Summit Engineering, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_10\_\_

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

Discussion and possible action to appoint/reappoint one individual to fill one vacancy on the Lander County Advisory Board to Manage Wildlife to a three year term expiring June 30, 2021 and to consider each of the following:

a) Ted McElvain;

b) Phil Gray;

And all other matters properly related thereto.

Public Comment:

Background: **Letters of interest attached.**

Recommended Action: **Appoint or re-appoint an individual to the Lander County Advisory Board to Manage Wildlife.**



Nilla Fuller <dfuller@landercountynv.org>

---

## Fwd: Lander County Advisory Board to Manage Wildlife

1 message

---

**Sadie Sullivan** <landercountyclerk@gmail.com>

Sun, Jul 29, 2018 at 8:49 PM

To: Kathy Duvall <kduvall.lcclerk@gmail.com>, E Hendrix <Ehendrix.lcclerk@gmail.com>, Deonilla Fuller <dfuller@landercountynv.org>

FYI

----- Forwarded message -----

From: **Ted McElvain** <grandslamram@yahoo.com>

Date: Sunday, July 29, 2018

Subject: Lander County Advisory Board to Manage Wildlife

To: Sadie Sullivan <landercountyclerk@gmail.com>

Commissioners,

I am interested in becoming a member of the Lander County Advisory Board to Manage Wildlife, I have been a hunter and active outdoors man in Lander County for many years. I am a past Lander County Advisory Board member to manage wildlife and would like to get back involved at a county level. I have lived in Lander county for many years.

Please consider me for the open position on the Lander County Advisory Board to Manage Wildlife.

Thank You,  
Ted McElvain



Virus-free. [www.avast.com](http://www.avast.com)

--  
*Sadie Sullivan*  
*Lander County Clerk*  
*50 State Route 305*  
*Battle Mountain, NV 89820*  
*775.635.5738 Phone*  
*775.455.6165 Cell*

LANDER COUNTY  
ADMINISTRATION  
2018 JUL -3 AM 11:06

~~LANDER COUNTY  
ADMINISTRATION~~  
~~2018 JUN 33 AM 11:06~~

*DLJ*

June 21, 2018

Lander County Commissioners  
Battle Mountain, NV 89820

Dear Lander County Commissioners:

I have been a member of the Lander County Advisory Board to Manage Wildlife for more than 10 years. My term is ending soon and I would like for you to consider reappointing me to the Board for another term.

Hunting and fishing are my favorite hobbies and I enjoy serving on the Board. I would appreciate your consideration in this matter. Thank you.

Sincerely,

*Philip Gray*

Phil Gray

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_11\_\_

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

Discussion and possible action to approve/disapprove the Professional Engineering Services Proposal for Allen Road Water Main Loop and the White Knife Water and Sewer Service from Day Engineering in an amount not to exceed \$257,500.00, and all other matters properly related thereto.

Public Comment:

Background: **attached**

Recommended Action: **Approval of the Professional Engineering Services Proposal for Allen Road Water Main Loop and the White Knife Water and Sewer Service from Day Engineering in an amount not to exceed \$257,500.00.**



AGENDA REQUEST FORM



COMMISSIONER MEETING DATE: 9-27-18

NAME Bert Ramos REPRESENTING: Public Works

ADDRESS: 50 State Rte 305 Battle Mountain

PHONE (H): 635-2728 (W): 455-6860 (FAX): 635-2801

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 455-6860 - Berts Cell

WHO WILL BE ATTENDING THE MEETING Bert Ramos  
JOB TITLE Public Works Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion & Possible Action  
Regarding Approval of Professional Engineering Svc proposed for Allen  
Rd Watermain Loop at the White Knife Water & Sewer Service

BACKGROUND INFORMATION Attached

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

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

AMOUNT: \$ 257,500

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

WHEN? \_\_\_\_\_

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

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Bert Ramos

DATE 09-05-2018

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



5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

## **“EXHIBIT A –REVISED SCOPE OF WORK”**

August 30, 2018

Mr. Keith Westengard – Executive Director  
LANDER COUNTY PUBLIC WORKS  
50 State Route 305  
Battle Mountain, Nevada 89820

**RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL  
FOR ALLEN ROAD WATER MAIN LOOP AND  
THE WHITE KNIFE WATER AND SEWER SERVICE**

Mr. Westengard;

At the request of Public Works, Day Engineering is pleased to submit the following “REVISED” professional engineering services proposal to provide design, bid assistance and construction administration services for the water and sewer system infrastructure required to complete the Allen Road Loop and service to the proposed as designated by Public Works *including an alternate construction scope of work involving re-routing and extending the existing 6-inch PVC sewer force main at Echo Bay from 16<sup>th</sup> and Lupin approximately 2,150 feet to Humboldt Street*. The areas of improvements have been identified as described below and as shown on the attached map:

- Allen Road east to the cattle guard;
- South to Humboldt/LeMaire Street;
- Lupin and 16<sup>th</sup> to Humboldt/LeMaire Street

### **TASK 1 – SURVEYING**

**\$ 33,000**

Day Engineering will utilize High Desert Engineering from Elko, Nevada for surveying services. They performed the surveying of several recent water and sewer improvement projects completed in Battle Mountain. Surveying will include developing topography in order to produce plan and profile drawings of the proposed new infrastructure improvements. USA locates will be contacted prior to surveying and all existing infrastructure will be presented on the Plans to avoid potential conflicts. In addition, parcel and right-of-way information along the proposed water and sewer main routes will be identified. Private property easements including the Tribal property will be developed as necessary.

### **TASK 2 – 50 PERCENT DESIGN**

**\$ 95,500**

The design includes development of Plans and Construction Documents for bidding purposes. A 50-percent design product will be provided to Lander County Public Works for review and comment prior to completion of the design in preparation of bidding. Design will include plan and profile of the water and sewer mains and *force main extension* and will also include details of pertinent components of the Project. Tie-in details as well as details of fire hydrants, sewer and water services, air valves, trench and thrust block details will also be provided. Paving plan and profile drawings will also be developed for the north-south section from Humboldt/LeMaire to Allen Road.

Construction Documents will include bid and contract documents, general and special conditions and technical specifications. The construction documents will be consistent with the previous projects recently completed. All permitting requirements with NDEP, Bureau of Safe Drinking Water and Tribal agencies will also be provided. A copy of the current State Prevailing Wage Rates for Lander County will be included. Fees associated with permitting are included in this task.

**TASK 3 – FINAL DESIGN**

**\$ 68,500**

Pending Public Works and Tribal review, a final set of Plans and Specifications will be developed incorporating all comments. Two sets of Plans and Specifications will be submitted to the Bureau of Safe Drinking Water and the Tribe for final approval. Any comments provided by the review agencies and the County will be incorporated into the final set of Plans and Construction Documents for bid solicitation.

**TASK 4 – BID SOLICITATION**

**\$ 10,000**

Day Engineering will assist Public Works in advertising and soliciting bids for the project including conducting a pre-bid meeting and addressing any addendums that may arise during the bidding process. Plans and Construction Documents reproduction costs are included in this task. Day Engineering will also review bids and present a recommendation for award to the Lander County Public Works Department based on the bid results.

**TASK 5 – CONSTRUCTION ADMINISTRATION**

**\$ 35,500**

Construction administration includes conducting a pre-construction meeting to discuss the Contractor's proposed schedule and proposed construction plan, staging areas, system continuity plan for maintaining water service throughout the construction, maintaining public access, etc. Equipment and material submittals will be provided by the Contractor and reviewed by Day Engineering for conformance to the approved Plans and Specifications.

Day Engineering understands the County will be providing inspection and testing services throughout construction operations. Compaction tests and material testing of the AC pavement at various locations along the pipeline routes will be conducted in accordance with Orange Book Standards. Testing results will be finalized in a summary report and provided to Public Works upon project completion. Day Engineering will also provide periodic inspections including resolving field issues and commissioning of the new water main. The estimated duration of the construction phase is approximately 4 months. Day Engineering will also assist in maintaining construction schedules. All field reports and construction photos will be catalogued and provided to Public Works upon project completion.

Pay requests will be processed by Day Engineering prior to recommendation to Lander County Public Works for approval and payment. Quantities and percentage of tasks completed will be field verified by the Inspector prior to processing of any pay requests. All pay request and change orders will be developed by Day Engineering.

**TASK 6 – RECORD DRAWINGS**

**\$ 15,000**

Record drawings of the completed work will be developed and provided to Public Works pending completion of the Project. Survey locations of all installed utilities will be identified on the Record Drawings for accuracy. Two hard copy sets of Record Drawings will be provided including a CD of the Record Drawings in AutoCAD version 17 and PDF format. All field reports and construction photos will also be provided at the conclusion of the Project.

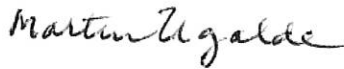
ENGINEERING SERVICES PROPOSAL TOTAL NOT-TO-EXCEED \$ 257,500
--

The professional engineering services fee of \$257,500 is a time and materials, not-to-exceed fee pursuant with the attached fee schedule. Payment of services is due upon receipt of invoices.

Day Engineering appreciates the opportunity to provide this proposal for your review and look forward to a successful project. If you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to call the undersigned at (775) 423-9090.

Sincerely,

**DAY ENGINEERING**



Martin Ugalde

Enclosures

cc: Bert Ramos – Lander County Public Works  
Stephanie Colorado – Day Engineering  
Dean Day, P.E. – Principal, Day Engineering

c:\\$dayengineering\lander\battle mtn\white knife\docs\proposal.docx



352

PROPOSED TIE-IN LOCATION FOR  
GRAVITY SEWER MAIN

PROPOSED 2,150 LF NEW  
6-INCH PVC SEWER FORCE MAIN

EXIST. 6" SEWER FORCE  
MAIN FROM ECHO BAY TO  
EXIST. SSMH IN STREET

EXIST. ECHO  
BAY SSLS

NOT TO SCALE



**WHITE KNIFE WATER AND SEWER PROJECT**  
**ECHO BAY SEWER FORCE MAIN EXTENSION**  
**BATTLE MOUNTAIN, LANDER COUNTY NEVADA**



**WHITE KNIFE WATER AND SEWER MAINS AND ECHO BAY SSFM EXTENSION**  
**UPDATED PRELIMINARY COST ESTIMATE**  
**AUGUST 2018**

<b>ALLEN ROAD (FADED SAGE TO CATTLE GUARD)</b>						
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>COLONY</b>	<b>BM</b>
Mob-Demob	1	LS	\$50,000	\$50,000	\$0	\$50,000
Install New 16" PVC Water Main	5,700	LF	\$70	\$399,000	\$0	\$399,000
Install New 16" Butterfly Valves	10	EA	\$5,500	\$53,625	\$0	\$53,625
Install New Fire Hydrant Assemblies	11	EA	\$7,500	\$85,500	\$0	\$85,500
Install Tie In at Allen Road	1	LS	\$10,000	\$10,000	\$0	\$10,000
Paving Patch on Allen at Cattle Guard	480	SF	\$8	\$3,840	\$0	\$3,840
Additonal Potholing	100	HRS	\$100	\$10,000	\$0	\$10,000
Subtotal				\$561,965	\$0	\$561,965
Contingency at 10%				\$56,197	\$0	\$56,197
<b>CONSTRUCTION SUB-TOTAL</b>				<b>\$618,162</b>	<b>\$0</b>	<b>\$618,162</b>

*\*No services anticipated along Allen Road. NDOT and Tribe only lots along Allen Road*

<b>WEST HUMBOLDT (LEMAIRE TO ALLEN)</b>						
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>COLONY</b>	<b>BM</b>
Install New 16" PVC Water Main	5,800	LF	\$70	\$406,000	\$109,620	\$296,380
Install New 16" Butterfly Valves	10	EA	\$5,500	\$54,083	\$14,603	\$39,481
Install New 2-Inch Air Valve Assemblies	2	EA	\$5,500	\$11,000	\$2,970	\$8,030
Install New Fire Hydrant Assemblies	12	EA	\$7,500	\$87,000	\$23,490	\$63,510
Install Tie In at LeMaire	1	LS	\$25,000	\$25,000	\$6,750	\$18,250
Install New 8" Water Services/Meters*	2	EA	\$75,000	\$150,000	\$150,000	\$0
New 8-inch Connection Fee	2	EA	\$8,000	\$16,000	\$16,000	\$0
Install New 12-Inch Sewer Main	5,800	LF	\$50	\$290,000	\$78,300	\$211,700
Intall New Type IA Sewer Manholes	15	EA	\$7,500	\$112,500	\$30,375	\$82,125
Install 4-Inch Sewer Laterals	2	EA	\$4,500	\$9,000	\$9,000	\$0
New 4-Inch Connection Fee	2	EA	\$6,000	\$12,000	\$12,000	\$0
Paving (LeMaire to Allen)	139,200	SF	\$3.00	\$417,600	\$112,752	\$304,848
Additional Potholing	100	HRS	\$100	\$10,000	\$2,700	\$7,300
Subtotal				\$1,600,183	\$568,560	\$1,031,624
Contingency at 10%				\$160,018	\$43,205	\$116,813
<b>CONSTRUCTION SUB-TOTAL</b>				<b>\$1,760,202</b>	<b>\$611,764</b>	<b>\$1,148,437</b>

**WHITE KNIFE WATER AND SEWER MAINS AND ECHO BAY SSFM EXTENSION**  
**UPDATED PRELIMINARY COST ESTIMATE**  
**AUGUST 2018**

<b>ECHO BAY SEWER FORCE MAIN EXTENSION</b>						
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>COLONY</b>	<b>BM</b>
New 6-inch PVC Sewer Force Main	2,150	LF	\$70	\$150,500	\$0	\$150,500
AC Pavement Patch	12,900	SF	\$2.00	\$25,800	\$0	\$25,800
Abandon Exist. SSFM	1	LS	\$2,500	\$2,500	\$0	\$2,500
Subtotal				\$178,800	\$0	\$178,800
Contingency at 10%				\$17,880	\$0	\$17,880
<b>CONSTRUCTION SUB-TOTAL</b>				<b>\$196,680</b>	<b>\$0</b>	<b>\$196,680</b>
<b>CONSTRUCTION TOTAL</b>				<b>\$2,575,043</b>	<b>\$611,764</b>	<b>\$1,963,279</b>
<b>ENGINEERING (11%)</b>				<b>\$257,504</b>	<b>\$69,526</b>	<b>\$187,978</b>
<b>PROJECT TOTAL</b>				<b>\$2,832,547</b>	<b>\$681,291</b>	<b>\$2,151,257</b>

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_12\_\_

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

Discussion and possible action to approve/disapprove a liquor license to Kristi Lindsay for the The Barr located at 130 E. Front Street Ste. 1, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background: application attached

Recommended Action: Approval





## AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 09/13/2018

NAME: Ron Unger REPRESENTING: Lander County Sheriff's Office

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

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

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

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

JOB TITLE: \_\_\_\_\_

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Liquor License for The Barr

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

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: ☐ YES ☒ NO  
AMOUNT: \_\_\_\_\_

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

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

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

FOR REVIEW BY:

AIRPORT \_\_\_\_\_  
AMBULANCE \_\_\_\_\_  
ARGENTA J.P. \_\_\_\_\_  
ASSESSOR \_\_\_\_\_  
AUSTIN J.P. \_\_\_\_\_  
CLERK \_\_\_\_\_  
COMM. DEVT. \_\_\_\_\_

DIST. ATTY. \_\_\_\_\_  
EXE. DIR. \_\_\_\_\_  
FIRE \_\_\_\_\_  
GOLF \_\_\_\_\_  
PUBLIC WORKS \_\_\_\_\_  
RECORDER \_\_\_\_\_

SENIOR CTR. \_\_\_\_\_  
SHERIFF \_\_\_\_\_  
SOCIAL SVC. \_\_\_\_\_  
TREASURER \_\_\_\_\_  
W & S \_\_\_\_\_  
OTHER \_\_\_\_\_

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

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

Signature Field

R. Benavidez

DATE: 08/20/2018

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

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

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: 8/20/18

Name: Lindsay Kristi Elisa Social Security #: [REDACTED]  
Last First Middle  
Nickname (Maiden) Other: Marlatt Height: 5'3" Weight: 125  
Street Address: 2895 Horseshoe Rd. Battle Mtn. NV. 89820 Hair: Blonde Eyes: Blue  
Number & Street City State Zip  
Mailing Address: Same Gender: F Race: W  
Street/RFD/Box City State Zip  
Home Telephone #: 775-635-5841 Date of Birth: 2/26/75  
Operator License/ID Card #: 3002360772 State: NV. Place of Birth: California  
Marks/Scars/Tattoos: Left hand (rose), Left breast (butterfly), Right Ankle (moon:star)

List All Places of Employment (Last three (3) years)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
------	----------	----------	---------	--------------------

None

ADDITION EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? No

List all arrests. For the purpose of this application, arrests and convictions must be included.

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION
------	--------	------------------	--------------	-------------

ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

Are you a United State Citizen? ☒ Yes ☐ No If no, What Country are you a citizen of? \_\_\_\_\_

Alien Registration# \_\_\_\_\_

Passport #: \_\_\_\_\_

Name of Business: The Barr

Street Address: 130 E. Front Street Ste 1 Battle Mtn. NV. 89820  
Number & Street City State Zip

Mailing Address: 2895 Horseshoe Rd. Battle Mtn. NV. 89820  
Number & Street City State Zip

EIN: 83-1612155 Nevada Re-Sale Certificate #: \_\_\_\_\_

List names & Addresses of persons holding interest in this business.

NAME	ADDRESS	TYPE OF INTEREST
<u>Kristi Lindsay</u>	<u>2895 Horseshoe Rd. Battle Mtn., NV. 89820</u>	<u>Owner 100%</u>

NAME	ADDRESS	TYPE OF INTEREST

ADDITION- USE ADDITIONAL SHEETS

Has applicant EVER been denied a license in Lander County? NO

Has ANY person named in this application been convicted of a Felony Crime involving Moral Turpitude? NO

If YES, Explain: \_\_\_\_\_

Notice: If the applicant is a Corporation, on an attached document, please provide information for all Corporate Officers, directors, Stockholders, Managerial Employees, and any other persons having interest in the business to be licensed.

☐ YES I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?  
☒ NO

TYPE OF LICENSE:

☐ **Gaming**  
☐ Check if Renewal  
☐ Slot Machines  
How Many?  
☐ "21" Tables  
How Many?

☒ **Liquor**  
☐ Check if Renewal  
☐ Temporary (Non-Profit) Date(s): \_\_\_\_\_  
☐ Temporary Dates(s): \_\_\_\_\_  
☒ On Site Sale  
☐ Off Site Sale  
☐ On & Off Site Sale

Definitions:

On Site Sale: Alcohol sold and consumed on the premises  
Off Site Sale: Alcohol sold and NOT consumed on the premises.  
On & Off Site Sale: Alcohol sold that MAY be consumed on the premises.

Fee Structure:

Gaming: Slot Machines - \$31.00 per slot machine – per Quarter  
"21" Tables – \$151.00 per table – per Quarter  
Liquor: Temporary (Non-Profit) – NO CHARGE  
Temporary - \$10.00  
On Site Sale - \$40.00 – per Quarter  
Off Site - \$30.00 – per Quarter  
On & Off Site Sales - \$50.00 – per Quarter

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

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

Kristi Lindsay  
Applicant Signature

R. Bergawich 367  
Issuing Employee & ID#

OFFICE USE ONLY

Date scheduled for Commission:	_____
Approved:	<input type="checkbox"/> _____
Denied:	<input type="checkbox"/> _____

REVISED 20070323

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_13\_\_

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

Discussion and possible action to approve/disapprove a liquor license for Kelli Sondermann, Michael Sondermann, and Michelle Rowan for Overtime Sports Bar & Grill located at 870 S. Broad Street, Battle Mountain, Nevada, and all other matters properly related thereto.

Public Comment:

Background: applications attached

Recommended Action: Approval





# AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 08/23/2018

NAME: Sheriff Ron Unger REPRESENTING: Lander County Sheriff's Office

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

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

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

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

JOB TITLE:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Liquor License Approval

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

Approval

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST:  
AMOUNT:

☐ YES ☒ NO

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?  
WHEN?

☐ YES ☒ NO

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

☒ YES ☐ NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?:

☒ YES ☐ NO

FOR REVIEW BY:

AIRPORT \_\_\_\_\_  
AMBULANCE \_\_\_\_\_  
ARGENTA J.P. \_\_\_\_\_  
ASSESSOR \_\_\_\_\_  
AUSTIN J.P. \_\_\_\_\_  
CLERK \_\_\_\_\_  
COMM. DEVT. \_\_\_\_\_

DIST. ATTY. \_\_\_\_\_  
EXE. DIR. \_\_\_\_\_  
FIRE \_\_\_\_\_  
GOLF \_\_\_\_\_  
PUBLIC WORKS \_\_\_\_\_  
RECORDER \_\_\_\_\_

SENIOR CTR. \_\_\_\_\_  
SHERIFF \_\_\_\_\_  
SOCIAL SVC. \_\_\_\_\_  
TREASURER \_\_\_\_\_  
W & S \_\_\_\_\_  
OTHER \_\_\_\_\_

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

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

Signature Field

*R. Bonawit*

DATE: 8/14/2018

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

# Lander County Sheriff's Office

## Liquor / Gaming License Application

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: 8/10/18  
11/8/17

Name: Sondermann Kelli Lyn Social Security #: \_\_\_\_\_  
Last First Middle  
 Nickname/Maiden/Other: \_\_\_\_\_ Height: 5'6" Weight: \_\_\_\_\_  
 Street Address: 575 E 6th Street Battle Mtn NV Hair: br Eyes: br  
Number & Street City State Zip  
 Mailing Address: \_\_\_\_\_ Gender: \_\_\_\_\_ Race: \_\_\_\_\_  
Street/RFD/Box City State Zip  
 Home Telephone #: 775-635-5609 775-314-0771 Date of Birth: 1-4-11-1977  
 Operator License/ID Card #: 1202145593 State: \_\_\_\_\_ Place of Birth: American Falls, ID  
 Marks/Scars/Tattoos: \_\_\_\_\_

List All Places of Employment (Last three (3) years)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
Lander County School District		teacher	2003- current	

### ADDITION EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? no

List all arrests. For the purpose of this application, arrests and convictions must be included.

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION

### ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

Are you a United State Citizen? ☒ Yes ☐ No If no, What Country are you a citizen of? \_\_\_\_\_

Alien Registration# \_\_\_\_\_

Passport #: \_\_\_\_\_

Name of Business: Overtime Sports Bar & Grill  
 Street Address: 870 S. Broad Street Battle Mtn NV 89820  
Number & Street City State Zip  
 Mailing Address: 575 E 6th St Battle Mtn NV 89820  
Number & Street City State Zip  
 EIN: 815487741 Nevada Re-Sale Certificate #: \_\_\_\_\_

List names & Addresses of persons holding interest in this business.

NAME	ADDRESS	TYPE OF INTEREST
Michael S. Sondermann	575 E 6th Battle Mtn, NV 89820	part-owner

NAME	ADDRESS	TYPE OF INTEREST
Michelle Rowan	<del>2015 Williamsburg Ave</del> <del>League City, TX 77573</del> 575 E. 16th St. Battle Mtn	part owner

## ADDITION-USE ADDITIONAL SHEETS

Has applicant EVER been denied a license in Lander County? noHas ANY person named in this application been convicted of a Felony Crime involving Moral Turpitude? no

If YES, Explain: \_\_\_\_\_

Notice: If the applicant is a Corporation, on an attached document, please provide information for all Corporate Officers, directors, Stockholders, Managerial Employees, and any other persons having interest in the business to be licensed.

- ☐ YES I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?
- ☐ NO

## TYPE OF LICENSE:

- ☐ Gaming
- ☐ Check if Renewal
- ☐ Slot Machines
- How Many? \_\_\_\_\_
- ☐ "21" Tables
- How Many? \_\_\_\_\_

- ☐ Liquor
- ☐ Check if Renewal
- ☐ Temporary (Non-Profit) Date(s): \_\_\_\_\_
- ☐ Temporary Dates(s): \_\_\_\_\_
- ☒ On Site Sale
- ☐ Off Site Sale
- ☒ On & Off Site Sale

## Definitions:

- On Site Sale: Alcohol sold and consumed on the premises
- Off Site Sale: Alcohol sold and NOT consumed on the premises.
- On & Off Site Sale: Alcohol sold that MAY be consumed on the premises.

## Fee Structure:

- Gaming: Slot Machines - \$31.00 per slot machine - per Quarter
- "21" Tables - \$151.00 per table - per Quarter
- Liquor: Temporary (Non-Profit) - NO CHARGE
- Temporary - \$10.00
- On Site Sale - \$40.00 - per Quarter
- Off Site - \$30.00 - per Quarter
- On & Off Site Sales - \$50.00 - per Quarter

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

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

Kelli Sondeman  
Applicant Signature

R. Benavides 367  
Issuing Employee & ID#

## OFFICE USE ONLY

Date scheduled for Commission: \_\_\_\_\_

Approved: ☐ \_\_\_\_\_Denied: ☐ \_\_\_\_\_

REVISED 20070323

**Lander County Sheriff's Office  
Liquor / Gaming License Application**THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: 8/10/18

Name: SONDERMANN MICHAEL STEVEN Social Security #: \_\_\_\_\_  
Last First Middle  
Nickname/Maiden/Other: \_\_\_\_\_ Height: 5'10" Weight: 215  
Street Address: 575 E. 6TH ST BATTLE MTN. NV. 89820 Hair: BR Eyes: BL  
Number & Street City State Zip  
Mailing Address: SAME Gender: M Race: \_\_\_\_\_  
Street/RFD/Box City State Zip  
Home Telephone #: (775) 635-5609 Date of Birth: 9/11/1968  
Operator License/ID Card #: 1202229009 State: NV Place of Birth: BATTLE MTN. NV.  
Marks/Scars/Tattoos: \_\_\_\_\_

List All Places of Employment (Last three (3) years)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
NEWMONT MINING	BATTLE MTN.	SPE & TRAINER	1/06 -	PRESENT

## ADDITION EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? YES

List all arrests. For the purpose of this application, arrests and convictions must be included.

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION
11-17	GUIDING W/O PERMIT	ELKO Co.	ELKO, NV.	

## ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

Are you a United State Citizen? ☒ Yes ☐ No If no, What Country are you a citizen of? \_\_\_\_\_

Alien Registration# \_\_\_\_\_

Passport #: \_\_\_\_\_

Name of Business: OVERTIME SPORTS BAR & GRILL  
Street Address: 870 S. BROAD ST. BATTLE MTN. NV 89820  
Number & Street City State Zip  
Mailing Address: 575 E 6TH ST BATTLE MTN NV 89820  
Number & Street City State Zip  
EIN: 815487741 Nevada Re-Sale Certificate #: \_\_\_\_\_

List names &amp; Addresses of persons holding interest in this business.

NAME	ADDRESS	TYPE OF INTEREST
MICHELLE ROWAN	575 E 6TH ST BATTLE MTN NV	PART OWNER



NAME	ADDRESS	TYPE OF INTEREST
KELI SONDERMANN	575 E 6TH ST	BATTLE MTN. NV PART OWNER

## ADDITION- USE ADDITIONAL SHEETS

Has applicant EVER been denied a license in Lander County? NOHas ANY person named in this application been convicted of a Felony Crime involving Moral Turpitude? No

If YES, Explain: \_\_\_\_\_

Notice: If the applicant is a Corporation, on an attached document, please provide information for all Corporate Officers, directors, Stockholders, Managerial Employees, and any other persons having interest in the business to be licensed.

- ☐ YES I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?
- ☐ NO

## TYPE OF LICENSE:

- ☐ Gaming
- ☐ Check if Renewal
- ☐ Slot Machines
- How Many? \_\_\_\_\_
- ☐ "21" Tables
- How Many? \_\_\_\_\_

- ☐ Liquor
- ☐ Check if Renewal
- ☐ Temporary (Non-Profit) Date(s): \_\_\_\_\_
- ☐ Temporary Dates(s): \_\_\_\_\_
- ☒ On Site Sale
- ☐ Off Site Sale
- ☒ On & Off Site Sale

## Definitions:

- On Site Sale: Alcohol sold and consumed on the premises
- Off Site Sale: Alcohol sold and NOT consumed on the premises.
- On & Off Site Sale: Alcohol sold that MAY be consumed on the premises.

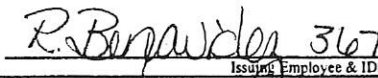
## Fee Structure:

- Gaming: Slot Machines - \$31.00 per slot machine - per Quarter
- "21" Tables - \$151.00 per table - per Quarter
- Liquor: Temporary (Non-Profit) - NO CHARGE
- Temporary - \$10.00
- On Site Sale - \$40.00 - per Quarter
- Off Site - \$30.00 - per Quarter
- On & Off Site Sales - \$50.00 - per Quarter

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

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

  
Applicant Signature

 367  
Issuing Employee & ID#

## OFFICE USE ONLY

Date scheduled for Commission: \_\_\_\_\_

Approved: ☐Denied: ☐

REVISED 20070323

# Lander County Sheriff's Office

## Liquor / Gaming License Application

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: 8/10/18  
May 25, 2018

Name: Rowan Michelle — Social Security #: \_\_\_\_\_  
Last First Middle

Nickname/Maiden/Other: \_\_\_\_\_ Height: 5'7 Weight: \_\_\_\_\_

Street Address: 575 E 16th St Battle Mtn NV Hair: Brn Eyes: H21  
Number & Street City State Zip

Mailing Address: \_\_\_\_\_ Gender: F Race: White  
Street/RFD/Box City State Zip

Home Telephone #: 775-635-5609 Date of Birth: 5/5/60

Operator License/ID Card #: IN-5370-25-9717 State: IN Place of Birth: Pocatello, ID

Marks/Scars/Tattoos: \_\_\_\_\_

List All Places of Employment (Last three (3) years)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
Jacobs	Houston, TX	Procurement	3/15 to 5/18	Moved here

### ADDITION EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? NO

List all arrests. For the purpose of this application, arrests and convictions must be included.

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION

### ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

Are you a United State Citizen? ☒ Yes ☐ No If no, What Country are you a citizen of? \_\_\_\_\_

Alien Registration# \_\_\_\_\_

Passport #: \_\_\_\_\_

Name of Business: Overtime Sports Bar + Grill

Street Address: 870 S Broad St Battle Mtn, NV 89820  
Number & Street City State Zip

Mailing Address: 575 E 16th St Battle Mtn, NV 89820  
Number & Street City State Zip

EIN: 815487741 Nevada Re-Sale Certificate #: \_\_\_\_\_

List names & Addresses of persons holding interest in this business.

NAME	ADDRESS	TYPE OF INTEREST
Mike + Kelli Sonderrmann	575 E. 16th	part owner

NAME	ADDRESS	TYPE OF INTEREST

ADDITION- USE ADDITIONAL SHEETS

Has applicant EVER been denied a license in Lander County? NO

Has ANY person named in this application been convicted of a Felony Crime involving Moral Turpitude? \_\_\_\_\_

If YES, Explain: \_\_\_\_\_

Notice: If the applicant is a Corporation, on an attached document, please provide information for all Corporate Officers, directors, Stockholders, Managerial Employees, and any other persons having interest in the business to be licensed.

- ☐ YES I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?
- ☐ NO

TYPE OF LICENSE:

- ☐ **Gaming**

☐ Check if Renewal

☐ Slot Machines

How Many? \_\_\_\_\_

☐ "21" Tables

How Many? \_\_\_\_\_

- ☐ **Liquor**

☐ Check if Renewal

☐ Temporary (Non-Profit) Date(s): \_\_\_\_\_

☐ Temporary Dates(s): \_\_\_\_\_

☒ On Site Sale

☐ Off Site Sale

☒ On & Off Site Sale

Definitions:

On Site Sale: Alcohol sold and consumed on the premises

Off Site Sale: Alcohol sold and NOT consumed on the premises.

On & Off Site Sale: Alcohol sold that MAY be consumed on the premises.

Fee Structure:

Gaming: Slot Machines - \$31.00 per slot machine – per Quarter

"21" Tables – \$151.00 per table – per Quarter

Liquor: Temporary (Non-Profit) – NO CHARGE

Temporary - \$10.00

On Site Sale - \$40.00 – per Quarter

Off Site - \$30.00 – per Quarter

On & Off Site Sales - \$50.00 – per Quarter

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

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

Michelle R...

Applicant Signature

R. Bonawitoe 367

Issuing Employee & ID#

OFFICE USE ONLY

Date scheduled for Commission: \_\_\_\_\_

Approved: ☐

Denied: ☐

REVISED 20070323

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_14\_\_

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

Discussion and possible action regarding the formation of a Rural Fire Company for the purpose of strategically placing fire equipment on local ranches within Lander County, and whether to include this in the Lander County Code Chapter 9.28; County Fire Department ordinance, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_15\_\_

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

Discussion and possible action of the Lander County Board of Commissioners to give direction regarding Union Contract Negotiations, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_16\_\_

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

Discussion and possible action regarding a contract between United Construction and Lander County for the remodel of the Lander County Sheriff's Office to approve/disapprove/modify, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



**ConsensusDocs®**  
BUILDING A BETTER WAY

**ConsensusDocs® 200**  
**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND**  
**CONSTRUCTOR (Lump Sum)**

**TABLE OF ARTICLES**

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTOR'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

**ARTICLE 1 AGREEMENT**

Job Number: 18-11-069

This Agreement is made this [ ] day of [ ] in the year [ ],

by and between the

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

and the

CONSTRUCTOR,  
United Construction Company  
5300 Mill Street  
Reno, NV 89502



Tax identification number (TIN) 88-0147530  
Contractor License No., if applicable 0015417

for construction and services in connection with the following

PROJECT Lander County Public Safety Building Misc Repairs

Design Professional is N/A.

## ARTICLE 2 GENERAL PROVISIONS

**2.1 PARTIES' RELATIONSHIP** Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Constructor nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by the Owner.

**2.2 ETHICS** Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

**2.3 DESIGN PROFESSIONAL** Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Constructor in accordance with §3.15, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Constructor, its Subcontractors and Subsubcontractors in connection with their construction operations.

2.3.1 Owner shall obtain from Design Professional either a license for Constructor and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents. Owner shall indemnify and hold harmless Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

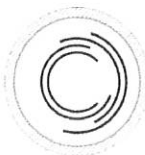
## 2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 200 Standard Agreement and General Conditions Between Owner and Constructor (Lump Sum), as modified, and exhibits and attachments made part of this agreement upon its execution.

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Contract Price, or Contract Time, including substitutions proposed by Constructor and accepted by Owner.

2.4.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §14.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.13.4; and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.





2.4.5 "Contract Price" is the amount indicated in §7.1 and represents full compensation for performance by the Constructor of the Work in conformance with the Contract Documents.

2.4.6 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion in §6.1.1.

2.4.7 "Constructor" is the person or entity identified in ARTICLE 1. References to General Contractor or Contractor in the Contract Documents may be a reference to Constructor.

2.4.8 "Cost of the Work" means the costs and discounts specified in §8.2.4.

2.4.9 "Date of Commencement" is as set forth in §6.1.

2.4.10 "Day" means a calendar day.

2.4.11 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.12 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.4.13 "Final Completion" occurs on the date when Constructor's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by Parties.

2.4.14 "Hazardous Material" is any substance or material identified now as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.4.15 "Law" means federal, state, or local law, ordinance, code, rule, and regulations applicable to the Work with which Constructor must comply that are enacted as of the Agreement date.

2.4.16 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

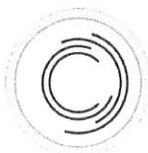
2.4.17 "Overhead" means (a) payroll costs, burden, and other compensation of Constructor's employees in Constructor's principal and branch offices; (b) general and administrative expenses of Constructor's principal and branch offices including charges against Constructor for delinquent payments; and (c) Constructor's capital expenses, including interest on capital used for the Work.

2.4.18 "Owner" is the person or entity identified in ARTICLE 1.

2.4.19 The "Parties" are collectively Owner and Constructor.

2.4.20 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Constructor is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.4.21 The "Schedule of the Work" is the document prepared by Constructor that specifies the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.



2.4.22 A "Subcontractor" is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.4.23 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Constructor's control. This date shall be confirmed by a Certificate of Substantial Completion signed by the Parties.

2.4.24 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor, another subsubcontractor, or Supplier to perform a portion of the Work or to supply material or equipment.

2.4.25 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.26 "Work" means the construction and services necessary or incidental to fulfill Constructor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.27 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

### **ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES**

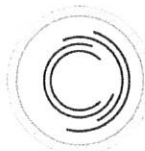
Constructor shall use its diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Such Work includes furnishing construction administration and management services.

#### **3.1 GENERAL RESPONSIBILITIES**

3.1.1 Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and shall include any Work reasonably inferable from the Contract Documents.

3.1.2 Constructor represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Constructor is not liable to Owner for damages resulting from compliance with such instructions unless (a) Constructor recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.



3.1.4 Constructor shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

### 3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. In accordance with §6.3, Contract Price and Contract Time may be equitably adjusted for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.2.3 With regard to the work of Owner and Others, Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner and Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Constructor's Work with theirs.

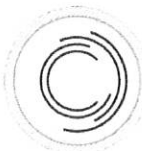
3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Constructor shall give Owner prompt written notification of any defects Constructor discovers in their work which will prevent the proper execution of the Work. Constructor's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Constructor does not notify Owner of defects interfering with the performance of the Work, Constructor acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Constructor of defects, Owner shall promptly issue a written notice informing Constructor what action, if any, Constructor shall take with regard to the defects.

### 3.3 CONTRACT DOCUMENT REVIEW

3.3.1 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents, relevant field measurements made by Constructor, and any visible conditions at the Worksite affecting the Work.

3.3.2 Should Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, Constructor shall promptly report them to Owner. It is recognized, however, that Constructor is not acting in the capacity of a licensed design professional, and that Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with a Law, building code, or regulation. Following receipt of written notice from Constructor of errors, omissions, or inconsistencies, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the errors, omissions, or inconsistencies.

3.3.3 In accordance with this Agreement, Constructor may be entitled to adjustments of the Contract Price or Contract Time because of clarifications or instructions arising out of Constructor's reports described in this §3.3.



3.3.4 Nothing in §3.3 shall relieve Constructor of responsibility for its own errors, inconsistencies, or omissions.

### 3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, Constructor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner may review their qualifications. If, for reasonable cause, Owner refuses to approve an individual, or withdraws its approval after once giving it, Constructor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.4.2 Constructor shall be responsible to Owner for acts or omissions of a person or entity performing on behalf of Constructor or any of its Subcontractors and Suppliers.

3.4.3 Constructor shall permit only qualified persons to perform the Work. Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, Constructor shall immediately reassign the person upon receipt of Owner's Interim Directive to do so.

3.4.4 CONSTRUCTOR'S REPRESENTATIVE Constructor's authorized representative is Casey Gunther. Constructor's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Constructor changes its representative or the representative's authority, Constructor shall immediately notify Owner in writing.

3.5 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 MATERIALS FURNISHED BY OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Constructor shall be the responsibility of Constructor and may be deducted from any amounts due or to become due Constructor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

### 3.7 TESTS AND INSPECTIONS

3.7.1 Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.7.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Constructor and promptly delivered to Owner.





3.7.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Constructor shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.7.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents, Constructor shall be responsible for costs of correction and retesting.

### 3.8 WARRANTY

3.8.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Constructor's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

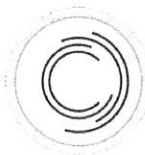
3.8.3 Constructor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Constructor's liability for such warranties shall be limited to the one-year correction period as provided in the section below. After that period, Constructor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

### 3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work, if any Defective Work is found, Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Constructor or give Constructor an opportunity to test or correct Defective Work as reasonably requested by Constructor, Owner waives Constructor's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Constructor.

3.9.3 If Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of





correcting the Defective Work from payments then or thereafter due Constructor. If payments then or thereafter due Constructor are not sufficient to cover such amounts, Constructor shall pay the difference to Owner.

3.9.4 Constructor's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Constructor and allow Constructor an opportunity to correct the Work if Constructor elects to do so. If Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Constructor does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Constructor, Owner shall promptly provide Constructor with an accounting of actual correction costs.

3.9.5 If Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Constructor's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Constructor's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

### 3.10 CORRECTION OF COVERED WORK

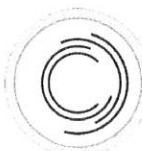
3.10.1 Upon issuance of a written notice, Work that has been covered without a requirement that it be inspected before being covered shall be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Constructor shall pay the costs of uncovering and replacement.

3.10.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue a written notice to uncover the Work for Owner's observation and recover the Work all at Constructor's expense and with no Contract Time adjustment.

### 3.11 SAFETY

3.11.1 SAFETY PROGRAMS Constructor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors their safety responsibilities and to comply with the Law, nor does it relieve Owner or Owner's separate contractors of their responsibility for the safety of their representatives. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored onsite or offsite for use in the Work; and (c) property located at the Worksite and adjacent to work areas.

3.11.2 CONSTRUCTOR'S SAFETY REPRESENTATIVE Constructor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Constructor in writing to Owner, Constructor's project superintendent shall serve as its safety representative.



Constructor shall report promptly in writing to Owner all recordable accidents and injuries occurring at the Worksite. When Constructor is required to file an accident report with a public authority, Constructor shall furnish a copy of the report to Owner.

3.11.3 Constructor shall provide Owner with copies of all notices required of Constructor by Law. Constructor's safety program shall comply with the requirements of authorities having jurisdiction.

3.11.4 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, or anyone for whose acts Constructor may be liable, shall be promptly remedied by Constructor.

3.11.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Constructor's safety program, may require by Interim Directive, Constructor to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Constructor does not adopt corrective measures, Owner may perform them and deduct their cost from the Contract Price. Constructor agrees to make no claim for damages, for an increase in the Contract Price or Contract Time based on Constructor's compliance with Owner's reasonable request.

### 3.12 EMERGENCIES

3.12.1 In an emergency affecting the safety of persons or property, Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price or Contract Time resulting from the actions of Constructor in an emergency situation shall be determined as provided in ARTICLE 8.

### 3.13 HAZARDOUS MATERIALS

3.13.1 Constructor shall not be obligated to commence Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

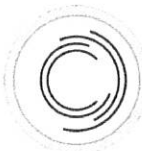
3.13.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Constructor shall be entitled to immediately stop Work in the affected area. Constructor shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.13.3 Constructor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.13.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.13.5 If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time in accordance with this Agreement.

3.13.6 To the extent permitted by §6.6 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold



harmless Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

### 3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Safety Data Sheets (SDS) as required by Law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Constructor, Subcontractors, Owner, or Others, shall be maintained at the Worksite by Constructor and made available to Owner, Subcontractors, and Others.

3.13.7.2 Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Constructor if such materials or substances are required by the Contract Documents.

3.13.7.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, its agents, officers, directors, and employees, Constructor shall indemnify and hold harmless Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor.

3.13.8 §3.13 in its entirety shall survive the completion of the Work or Agreement termination.

### 3.14 SUBMITTALS

3.14.1 Constructor shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required by §4.6.1. Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. If the Contract Documents do not contain submittal requirements pertaining to the Work, Constructor agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.



3.14.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.14.3 Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.14.4 Record copies of the following, incorporating field changes and selections made during construction, shall be accessible at the Worksite and available to Owner upon request: drawings, specifications, addenda, Change Order and other modifications, and required submittals including product data, samples, and shop drawings.

3.14.5 Constructor shall prepare and submit to Owner:

- ☒ Final marked-up as-built drawings;
- ☐ Updated electronic data, in accordance with §4.6.1; or
- ☐ Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.15 DESIGN DELEGATION If the Contract Documents specify that Constructor is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Constructor shall not be responsible for the adequacy of such performance and design criteria.

As required by the Law, Constructor shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Constructor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Constructor's design professional.

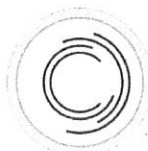
### 3.16 WORKSITE CONDITIONS

3.16.1 WORKSITE VISIT Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.16.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Constructor shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue a written notice specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in ARTICLE 8.

### 3.17 PERMITS AND TAXES

3.17.1 Constructor shall give public authorities all notices required by Law and, except for permits and fees that are the responsibility of Owner, shall obtain and pay for all necessary permits,





licenses, and renewals pertaining to the Work. Constructor shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.17.2 Constructor shall pay applicable taxes for the Work provided by Constructor.

3.17.3 If, in accordance with Owner's direction, Constructor claims an exemption for taxes, Owner shall indemnify and hold Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Constructor as a result of any such claim.

### 3.18 CUTTING, FITTING, AND PATCHING

3.18.1 Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.18.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

### 3.19 CLEAN UP

3.19.1 Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.19.2 If Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due to Constructor in the next payment period.

3.20 ACCESS TO WORK Constructor shall facilitate the access of Owner, Design Professional, and Others to Work in progress.

3.21 COMPLIANCE WITH THE LAW Constructor shall comply with the Law at its own cost. Constructor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with the Law, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.21.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement.

3.22 CONFIDENTIALITY Constructor shall treat as confidential and not disclose to third-persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Constructor or which Constructor may acquire in performing the Work. To the extent necessary to perform the Work, Constructor's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Constructor's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental





agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**4.1 INFORMATION AND SERVICES** Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

**4.2 FINANCIAL INFORMATION** Before commencing the Work and thereafter, at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified before any material change in Project financing.

**4.3 WORKSITE INFORMATION** To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

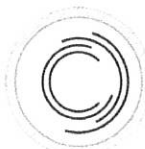
4.3.4 any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

**4.4 BUILDING PERMIT, FEES, AND APPROVALS** Except for those permits and fees related to the Work which are the responsibility of Constructor, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

**4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION** Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

**4.6 CONTRACT DOCUMENTS** Unless otherwise specified, Owner shall provide ten (10) hard copies of the Contract Documents to Constructor without cost.

**4.6.1 ELECTRONIC DOCUMENTS** If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.



4.7 OWNER'S REPRESENTATIVE Owner's Representative is Keith Westengard. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or its Representative's authority, Owner shall immediately notify Constructor in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Constructor, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Constructor and Others with regard to respective responsibilities for clean up at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Constructor, Owner shall either (a) promptly remedy the damage or loss (and assume affected warranty responsibilities), (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Constructor incurs costs or is delayed due to such loss or damage, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under this Agreement.

## ARTICLE 5 SUBCONTRACTS

### 5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Promptly after executing this Agreement, Constructor shall provide Owner with a written list of the proposed Subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed Subcontractor or Supplier, Owner shall notify Constructor in writing. Failure to promptly object shall constitute acceptance.

5.1.2 If Owner has reasonably and promptly objected, Constructor shall not contract with the proposed Subcontractor or Supplier, and Constructor shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the Contract Price or Contract Time because of the substitution.

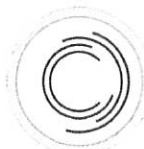
5.2 BINDING OF SUBCONTRACTORS AND SUPPLIERS Constructor agrees to bind every Subcontractor and Supplier (and require each Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Document's applicable provisions to that portion of the Work.

### 5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Constructor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §11.3 or §11.4; and

(b) Owner accepts such assignment after termination by notifying Constructor and Subcontractor or Constructor and Supplier in writing, and assumes all rights and obligations of Constructor pursuant to each subcontract or supply agreement.

5.3.1 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.



## ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: The Date of Commencement shall be 7 calendar days from the date of the execution of this agreement

6.1.1 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be achieved in TBD (TBD) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, Constructor shall achieve Final Completion within TBD (TBD) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Constructor shall not knowingly commence the Work before the effective date of Constructor's required insurance.

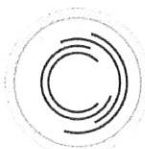
### 6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Constructor shall submit to Owner a Schedule of the Work showing the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Constructor shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Constructor shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Constructor consequently incurs costs or is delayed, or both, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

### 6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §11.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated, or (n) Owner's failure or inability to timely obtain all necessary permits or approvals. Constructor shall submit any requests for equitable extensions of Contract Time in accordance with ARTICLE 8.





6.3.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Constructor shall be entitled to an equitable adjustment in the Contract Price subject to §6.6.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Constructor shall give Owner written notice of the claim in accordance with §8.3. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §. Owner shall process any such claim against Constructor in accordance with ARTICLE 8.

#### 6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION Liquidated damages based on Substantial Completion date  
☐ shall/ ☒ shall not apply.

6.5.2 FINAL COMPLETION Liquidated damages based on the Final Completion date ☐ shall/  
☒ shall not apply.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.5 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages, including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: None.

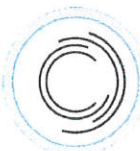
6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

### ARTICLE 7 PRICE

7.1 LUMP SUM Lump sum is the Contract Price of three million six thousand dollars (\$3,006,000) subject to adjustment as provided in this Agreement.

#### 7.2 ALLOWANCES

7.2.1 All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and the particular Suppliers or Subcontractors to supply specific allowance items, if Constructor reasonably objects to a Supplier or Subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work.



7.2.2 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's Overhead and profit for the allowances is included in the Contract Price, not in the allowances. If incurred costs are greater or less than the allowances, a Party may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

## ARTICLE 8 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order.

### 8.1 CHANGE ORDER

8.1.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of the Work that impact the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order and processed in accordance with this article.

8.1.2 For changes in the Work, the Parties shall negotiate an appropriate adjustment to the Contract Price or the Contract Time in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

8.1.3 NO OBLIGATION TO PERFORM Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

### 8.2 DETERMINATION OF COST

8.2.1 An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.2.2 unit prices set forth in this Agreement or as subsequently agreed;

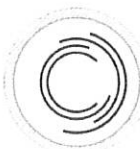
8.2.3 a mutually accepted, itemized lump sum; or

8.2.4 COST OF THE WORK Cost of the Work as defined by this §8.2.4 plus 10% for Overhead and 5% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:

8.2.4.1 Labor wages directly employed by Constructor performing the Work;

8.2.4.2 Salaries of Constructor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.2.4.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Constructor's standard personnel policy, insofar as such costs are paid to employees of Constructor who are included in the Cost of the Work in §8.2.4.1 and §8.2.4.2;





8.2.4.4 Reasonable transportation, travel, and hotel expenses of Constructor's personnel incurred in connection with the Work;

8.2.4.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.2.4.6 Payments made by Constructor to Subcontractors for performed Work;

8.2.4.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Constructor;

8.2.4.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Constructor or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Constructor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.2.4.9 Cost of the premiums for all insurance and surety bonds which Constructor is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.2.4.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Constructor is liable;

8.2.4.11 Permits, fees, licenses, tests, and royalties;

8.2.4.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Constructor's negligence;

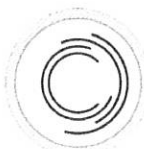
8.2.4.13 Water, power, and fuel costs necessary for the changed Work;

8.2.4.14 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.2.4.15 Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work;

8.2.4.16 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Constructor, all cash discounts shall accrue to Constructor. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.2.4.17 COST REPORTING Constructor shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to requested payment for Cost of the Work. Constructor shall preserve all such records for a period of three years after the final payment or longer where required by Law;



8.2.4.18 **COST AND SCHEDULE ESTIMATES** Constructor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.2.4.19 Cost of the Work pursuant to §8.2.4 is determined net of savings from the change. Constructor's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease of ten (10) percent or more. Constructor shall maintain a documented, itemized accounting evidencing expenses and savings.

8.2.5 If unit prices are set forth in the Contract Documents or the Parties subsequently agree, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

8.3 **CHANGES NOTICE** Except as provided in §6.3.2 and §6.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Constructor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Constructor's claim no later than fourteen (14) Days after receipt of Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.4 **INCIDENTAL CHANGES** Owner may direct Constructor to perform incidental changes in the Work, upon concurrence with Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written notice.

## **ARTICLE 9 PAYMENT**

9.1 **SCHEDULE OF VALUES** Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the Contract Price.

### **9.2 PROGRESS PAYMENTS**

9.2.1 **APPLICATIONS** Constructor shall submit to Owner, and if directed, Design Professional a monthly application for payment no later than the last Day of the calendar month for the preceding calendar month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on a payment application, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §9.2.4.

9.2.2 **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into



the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

### 9.2.3 LIEN WAIVERS AND LIENS

9.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner as a prerequisite for payment, Constructor shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. Constructor shall not be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

9.2.3.2 REMOVING LIENS If Owner has made payments in the time required by this ARTICLE 9, Constructor shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Constructor fails to take such action on a lien, Owner may cause the lien to be removed at Constructor's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 12 relating to the subject matter of the lien.

9.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain Zero percent (0%) of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible under this Agreement:

9.3.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

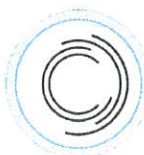
9.3.2 Except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others to whom Owner may be liable;

9.3.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with this Agreement;

9.3.4 rejected or Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and





9.3.7 uninsured third-party claims involving Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received, including interest for late payment. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

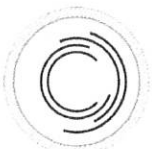
#### 9.6 SUBSTANTIAL COMPLETION

9.6.1 Constructor shall notify Owner when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Constructor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Work or a designated portion is achieved, Constructor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by Constructor to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as





necessary to achieve Final Completion. Uncompleted items shall be completed by Constructor in a mutually agreed upon timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

## 9.7 PARTIAL OCCUPANCY OR USE

9.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

## 9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon notification from Constructor that the Work is complete and ready for final inspection and acceptance, Owner with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.2 When Final Completion has been achieved, Constructor shall prepare for Owner's written acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.8.3 Final payment of the balance of the Contract Price shall be made to Constructor within twenty (20) Days after Constructor has submitted a complete and accurate application for final payment, including submissions required under §9.8.4, and a Certificate of Final Completion has been executed by the Parties.

9.8.4 Final payment is due upon Constructor's submission to Owner of the following:

9.8.4.1 An affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

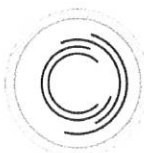
9.8.4.2 As-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

9.8.4.3 Release of any liens, conditioned on final payment being received;

9.8.4.4 Consent of any surety; and

9.8.4.5 Any outstanding known and unreported accidents or injuries experienced by Constructor or its Subcontractors at the Worksite.

9.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Constructor, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Constructor shall submit to Owner, and if directed, Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.



9.8.6 OWNER'S CLAIMS RESERVATION Owner's claims not reserved in writing with final payment are waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.7 CONSTRUCTOR ACCEPTANCE OF FINAL PAYMENT Unless Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## **ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS**

### **10.1 INDEMNITY**

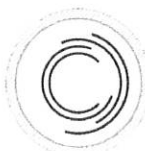
10.1.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided for by §10.1.2.

10.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §10.1.1.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

### **10.2 INSURANCE**

10.2.1 Before starting the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.



Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, shall be written with at least the following limits of liability:

10.2.1.1 Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident.
- (b) \$1,000,000 bodily injury by disease policy limit.
- (c) \$1,000,000 bodily injury by disease per employee.

10.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

10.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.
- (b) \$2,000,000 general aggregate.
- (c) \$1,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.

10.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under §10.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

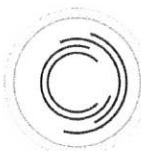
10.2.3 Constructor shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement.

10.2.4 To the extent commercially available to Constructor from its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

### 10.3 PROPERTY INSURANCE

10.3.1 Owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Constructor, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;



10.3.1.2 damage resulting from defective design, workmanship, or material;

10.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

10.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

10.3.1.6 physical loss resulting from Terrorism.

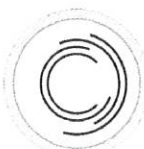
10.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with §10.3.1

10.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.4 To the extent of the limits of Constructor's CGL specified in §10.2.1, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to section 10.3.1 until the Date of Final Completion.

10.3.6 POLLUTION LIABILITY INSURANCE Constructor ☐is/ ☒is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.





10.3.6.1 If applicable: in the following amounts: N/A per occurrence, and shall apply for N/A year(s) after Final Completion. The policy shall cover Constructor's liability during construction, removal, storage, encapsulation, transport, and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

10.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☐shall/ ☒shall not require Constructor to purchase and maintain additional liability coverage.

10.5 ROYALTIES, PATENTS, AND COPYRIGHTS Constructor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Constructor and incorporated in the Work. Constructor shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Constructor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

10.6 BONDS Performance and Payments bonds ☐are/ ☒are not required. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Constructor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though Constructor shall require that its surety waives any requirement to be notified of any alteration or extension of time.

10.7 Intentionally Omitted

## ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

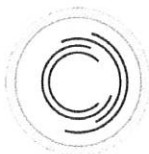
### 11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should Owner order Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Constructor or any person or entity for whose acts or omissions Constructor may be liable, then Constructor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

11.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

11.2 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default.

11.2.1 After receiving Owner's written notice, if Constructor fails within seven (7) Days after receipt of written notice from Owner to commence and continue satisfactory



correction of such default with diligence and promptness, then Owner shall give Constructor a second notice to correct the default within three (3) Business Days after receipt. The second notice to Constructor, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

11.2.2 If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Constructor; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

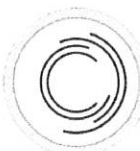
11.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Constructor, but shall give Constructor prompt written notice.

### 11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 **TERMINATION BY OWNER FOR DEFAULT** Upon expiration of the second notice period to cure pursuant to §11.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §11.2. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

11.3.2 **USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT** If Owner or Others perform work under §11.3, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner and others performing work under §11.3 shall also have the right to use construction tools and equipment located on the Worksite and belonging to the Constructor or Subsubcontractors for the purpose of completing the remaining Work, but only after Constructor's written consent. If Owner uses Constructor's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Constructor and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Constructor's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Constructor or Constructor's trustee rejects the Agreement; (b) a default occurred and Constructor is unable to give adequate assurance of required performance; or (c) Constructor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.



11.3.4 Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice Constructor for all amounts due pursuant to §11.2 and §11.3.

#### 11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon Constructor's receipt of Owner's written notice from Owner, Owner may, without cause, terminate this Agreement. Constructor shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If Owner terminates this Agreement for convenience, Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: Ten percent (10%) of the Remaining Constructors estimated fee.

11.4.3 If Owner terminates this Agreement, Constructor shall:

11.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Constructor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

11.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

#### 11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Seven (7) Days' after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Constructor for any of the following reasons:

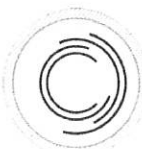
- (a) under court order or order of other governmental authorities having jurisdiction;
- (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available; or
- (c) suspension by Owner for convenience pursuant to §11.1.

11.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Constructor may terminate this Agreement if Owner:

11.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing; or

11.5.2.2 assigns this Agreement over Constructor's reasonable objection; or

11.5.2.3 fails to pay Constructor in accordance with this Agreement and Constructor has stopped Work in compliance with §9.5; or



11.5.2.4 otherwise materially breaches this Agreement.

11.5.3 Upon termination by Constructor in accordance with §11.5.2, Constructor is entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution procedure. Notwithstanding the foregoing, this does not require Constructor to any changed work that is not agreed to in a duly executed Change Order. If Constructor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

### 12.2.1 Intentionally Omitted

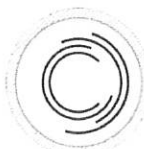
12.3 MEDIATION If direct discussions pursuant to §12.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §1.1.1, the Parties shall endeavor to resolve the matter by mediation. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties. The Parties choose mediation through:

- ☒ the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), and administered by AAA.
- ☐ the current Mediation Guidelines of JAMS and administered by JAMS.
- ☐ the current rules and administration by [\_\_\_\_\_].

If no box is checked the default is AAA rules and administration.

12.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

### 12.4.1 LITIGATION





☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

**WAIVER OF JURY TRIAL** THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT AND/OR THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT THEY OTHERWISE HAVE A RIGHT TO HAVE THEIR DISPUTE HEARD BY A JURY, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT.

If not indicated, then litigation is the default and not arbitration.

12.4.2 **COSTS** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.4.3 **VENUE** The Project location shall serve as the venue.

12.5 **MULTIPARTY PROCEEDING** All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

12.6 **LIEN RIGHTS** Nothing in this article shall limit any rights or remedies not expressly waived by Constructor that Constructor may have under lien laws.

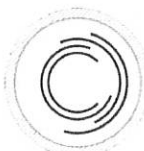
## **ARTICLE 13 MISCELLANEOUS**

13.1 **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 **ASSIGNMENT** Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Constructor than this Agreement. If such assignment occurs, Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

13.3 **GOVERNING LAW** The law in effect at the location of the Project shall govern this Agreement.

13.4 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.



13.5 **NOTICE** Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

13.6 **NO WAIVER OF PERFORMANCE** Either Party's failure to insist upon any, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.7 **TITLES** The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.8 **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.9 **LABOR RELATIONS** Owner acknowledges that Constructor is a merit shop contractor and may utilize both signatory and non-signatory companies in the performance of the Work, in Constructors sole discretion.

## **ARTICLE 14 CONTRACT DOCUMENTS**

### **14.1 EXISTING CONTRACT DOCUMENTS**

14.1.1 The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: N/A
- (b) Specifications: N/A
- (c) Addenda: N/A
- (d) Owner Provided information: N/A
- (e) Other: N/A

### **14.2 INTERPRETATION OF CONTRACT DOCUMENTS**

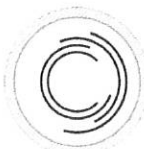
14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Constructor shall perform the Work as though fully described on both.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Constructor shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in Contract Time or Contract Price pursuant to ARTICLE 8, or a dispute mitigation and resolution, Owner's clarifications are final and binding.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.3 **ORDER OF PRECEDENCE** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written



amendments to this Agreement; (b) this Agreement; (c) subject to §14.2.2 the drawings (large scale governing over small scale), specifications, and addenda issued and acknowledged before Agreement execution or signed by both Parties; (d) information furnished by Owner pursuant to §3.13.4 or designated as a Contract Document in §14.1; (e) other Contract Documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

OWNER: Lander County

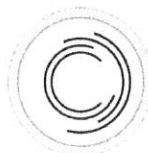
BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CONSTRUCTOR: United Construction Company

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

END OF DOCUMENT.

DRAFT



LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_17\_\_

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

Discussion and possible action to approve/disapprove an Addendum, to the Fixed Base Operator contract between Fallon Airmotive and Lander County for the Battle Mountain and Austin Airports, to include the lease of a 5000 gallon fuel truck, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



ADDENDUM  
TO AIRPORT MANAGEMENT AGREEMENT

This Addendum is made and entered into by and between Walt Wardwell, owner of Fallon Airmotive, Inc, hereinafter referred to as "CONTRACTOR" and LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY".

It is hereby agreed that the Addendum to Airport Management, recorded on November 10 2016, Doc # 0279213, shall also include the Lease of the following item:

1. 1985 International 5000 gallon fuel truck.

VIN #: 2HTNGHYR1FCB10307

Contractor will be responsible for normal maintenance of fuel truck to include: fuel, oil, tires, engine and chassis fluids/grease, filters and State Meter certification fees (under \$1,000.00), to be done annually.

All major repairs/upgrades, tire replacement shall be the responsibility of the County (over \$1,000.00).

Contractor will insure that the above mentioned vehicle will not leave Airport property without an approval from Lander County.

Lander County will provide all insurance on the above mentioned vehicle.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year written first above.

LANDER COUNTY  
LANDER COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Doug Mills, Chairperson

Date: \_\_\_\_\_

//

//

//

//

Attest:

Approved as to Form and Legality:

\_\_\_\_\_  
Sadie Sullivan, County Clerk and  
Ex-Officio Clerk of the Board of  
Commissioners of Lander County, Nevada

\_\_\_\_\_  
Theodore C. Herrera  
Lander County District Attorney

FALLON AIRMOTIVE INC.

By: \_\_\_\_\_  
Walt Wardwell, Owner

Date: \_\_\_\_\_

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_18\_\_

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

Discussion and possible action to approve/disapprove a contract between Overhead Fire Protection and Lander County for maintenance services at the Administration Building, and all other matters properly related thereto.

Public Comment:

Background:

Recommended Action:



PO Box 5863 | Sparks, NV 89432  
P: 775-856-3444 | F: 775-856-3555  
NV.16599 3m | NV.81101 500k | CA 410047 3 m

September 20, 2018

By and between:

**CONTRACTOR**

Overhead Fire Protection, Inc.  
P O Box 5863  
Sparks, NV 89432

and

**CUSTOMER**

Lander County  
50 State Route 305  
Battle Mountain, NV 89820

**Property:** Lander County Courthouse/Admin Building  
50 State Route 305  
Battle Mountain, NV 89820

Contractor will provide the services in accordance with the scope, terms and conditions contained within:

	Qty	Each	Total
ANNUAL INSPECTION OF FIRE SPRINKLER SYSTEM, includes testing of fire backflow	1	250.00	250.00
QUARTERLY INSPECTION OF FIRE SPRINKLER SYSTEM	3	220.00	660.00
ANNUAL TEST OF BACKFLOW PREVENTION DEVICE; Domestic & Irrigation	\$ 60.00 Each - if performed while already on-site		

THE ABOVE PRICING IS BASED ON PERFORMING THE INSPECTIONS DURING OUR REGULARLY SCHEDULED ELKO/WINNEMUCCA RUN in January, April, July, October. There would be an additional charge should a different schedule be requested.

A \$10 fuel service charge will appear on each invoice. Agreement coverage will begin on date of acceptance. The coverage included in this agreement, including terms, conditions and schedules attached, will constitute the entire agreement between us. This agreement is the property of Contractor and is provided for the Customer's use only. No waiver, change, or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor. The term of this agreement shall be two (2) years from the date of acceptance.

During the initial agreement term, Customer shall pay the Contractor for the work performed by Contractor as designated in contract options defined in the Agreement portion of this contract. The Customer shall pay the Contractor the full amount of all billing invoices for work performed by Contractor within thirty (30) days after the mailing of the billing invoice. Customer shall remain responsible for the payment of invoices for services performed by Contractor through the date of the termination of this agreement. Customer shall pay the Contractor a finance charge of one and one-half percent (1 ½%) per month on the amount of all past due invoices. If Customer fails to pay the full amount due Contractor may at its option, terminate this contract and in any event will not be obligated to perform any additional work until the amount past due has been received by the Contractor.

Contractor's obligation to perform the work described in this Agreement is not and shall not be construed as an assumption or assignment of exclusive control or responsibility for the maintenance, repair or condition of any fire protection equipment or the fire protection system. Customer retains control of all fire protection equipment and the fire protection system, and Customer shall at all times have and bear the exclusive responsibility for the maintenance, repair, condition and operability of all fire protection equipment and the fire protection system.



The inspection/test results shall be entered on the Contractor's current report form. The Contractor will forward reports of Inspections to the fire department (or to other local authority authorized to receive such reports), and to the Customer. The Report and any recommendations by the Contractor are only advisory in nature and are intended to assist Customer in reducing the possibility of loss to property by indicating obvious defects or impairments in the equipment and/or system inspected and/or tested. Contractor's reports are not intended to imply that any or all other defects, hazards, impairments, inadequacies or other aspects of the equipment and/or system have been detected, addressed, remedied or controlled at the time of inspection. Final responsibility for the condition and operation of the fire protection equipment and fire protection system remains with the Customer at all times.

The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any field adjustments. Should Customer request any such work, the Contractor shall perform on a time & material basis or provide the Customer with an estimated price before the additional work is performed.

Emergency service requested by Customer will be provided at extra charge. Any service calls received after close of the normal industry workday, weekends and holidays will be charged at the emergency service rate in effect at the time of the service call.

In the event additional equipment is installed after the date of this Agreement, the inspection charges shall be increased in accordance with Contractor's prevailing rates as of the first inspection of such additional equipment.

Customer hereby acknowledges Customer's obligation and responsibility to maintain all fire protection equipment and the fire protection system in good repair and operative condition. Customer covenants and warrants that Customer will, at all times, prudently and diligently maintain all fire protection equipment and the fire protection system in good repair and operative condition, free of any defects, hazards, impairments, or inadequacies.

The Contractor makes no warranties, express or implied, relating to any work or services performed under this Agreement. To the maximum extent permitted by law, the Contractor disclaims all warranties, express, implied or statutory, including, but not limited to, any implied warranties of merchantability, or fitness for a particular purpose.

Customer shall indemnify, defend and hold Contractor harmless of and from any and all claims, causes of action, liabilities, proceedings, litigations, costs, fees, expenses, injuries, losses and damages of any kind, asserted by any person or entity, arising out of Customer's failure to perform or comply with Customer's obligations under this Agreement, Customer's failure to comply with applicable laws, codes, ordinances, rules or regulations, or any act or omission (e.g. negligence, inadvertence, oversight, reckless or wantonness) of Customer or out of any alleged act or omission of Customer, including, but not limited to, any claim or cause of action asserted by any third party for personal injury, death, or property damage arising from Customer's failure to maintain any fire protection equipment or system or Customer's failure to keep any such equipment or system in good repair or operative condition.

**THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**Overhead Fire Protection, Inc.**

By: 

Printed Name: Brook Richards  
Corporate Secretary/Treasurer

**Accepted by Customer**

By:

Printed Name:

Title:

Date:

## **General Scope of Services**

The Fire Sprinkler System and Backflow Prevention program described below has been designed to provide you, the customer, with a continuing inspection and maintenance program. This program will be planned, scheduled, managed, and monitored by Overhead Fire Protection, Inc.

### **FIRE SPRINKLER SYSTEMS**

#### **Weekly / Monthly Inspections**

OFP, Inc. will show the on-site maintenance staff the correct position of the control valves and the gauges that need to be verified weekly and monthly.

#### **Quarterly Inspection**

Overhead Fire Protection, Inc. will perform all of the items referenced above for a weekly inspection and the following:

- Test the local alarms by flowing water through the inspector's test at each system and perform the following:
- Inspect the alarm devices, hydraulic nameplates, and fire department connections

#### **Annual Inspections**

OFP, Inc. will perform the following:

- Test the alarms to verify notification to supervisory service of receipt of tamper and alarm signals
- Full flow test of the main drains
- Visually inspect the building for changes affecting the sprinkler systems
- Visually inspect the hangers and seismic bracing, sprinkler heads, pipe and fittings, and spare sprinkler heads
- Test all antifreeze systems to ensure proper freeze protection

### **BACKFLOW PREVENTION DEVICES**

This agreement includes all labor required to inspect and test each fire sprinkler, domestic and irrigation backflow prevention device as required by the A.W.W.A. and local water authority

#### **Annual Inspections**

OFP, Inc. will perform an annual test and certification of the backflow prevention devices. Any repairs will be performed only upon prior approval.

- A.W.W.A. Certification of Fire, Domestic and Irrigation Backflow Prevention Devices

#### **Repair and Replacement**

Should repairs or replacements be necessary, OFP, Inc. will perform such repairs with Customer approval and all labor and materials will be billed separately.

#### **Emergency Service**

Emergency service is available 24 hours a day 7 days a week to reduce the risk of down time and inconvenience to the customer. Should emergency service be required; required services will be billed separately.

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_\_19\_\_

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

Discussion and possible action regarding paramedicine services within Lander County, and all other matters properly related thereto.

Public Comment:

Background: Letter attached

Recommended Action:



**STATE OF NEVADA  
LEGISLATIVE COUNSEL BUREAU**

**LEGISLATIVE COMMISSION (775) 684-6800**  
**JASON FRIERSON, Assemblyman, Chairman**  
*Rick Combs, Director, Secretary*

**INTERIM FINANCE COMMITTEE (775) 684-6821**  
**JOYCE WOODHOUSE, Senator, Chair**  
*Mark Krmpotic, Fiscal Analyst*  
*Cindy Jones, Fiscal Analyst*

**CARSON CITY OFFICE:**  
Legislative Building, 401 S. Carson Street  
Carson City, Nevada 89701-4747  
Fax No.: (775) 684-6800

**RICK COMBS, Director** (775) 684-6800  
**BRENDA J. ERDOES, Legislative Counsel** (775) 684-6830  
**ROCKY COOPER, Legislative Auditor** (775) 684-6815  
**MICHAEL J. STEWART, Research Director** (775) 684-6825



**LAS VEGAS OFFICE:**  
555 E. Washington Avenue, Room 4400  
Las Vegas, Nevada 89101-1072  
Fax No.: (702) 486-2810  
**MELISA R. AGUON, Legislative Services Officer** (702) 486-2800

August 7, 2018

Lawrence Weekly, President  
Nevada Association of Counties  
304 South Minnesota Street  
Carson City, NV 89703

Dear Commissioner Weekly:

The 2017 Legislature appointed the Committee to Study the Needs Related to the Behavioral and Cognitive Care of Older Persons (Senate Bill 121 [Chapter 522, Statutes of Nevada 2017]) to conduct an interim study concerning issues regarding the behavioral and cognitive care needs of older persons. At its June 14, 2018 meeting, the Committee members unanimously voted to request the Nevada Association of Counties (NACO) to encourage the counties of Nevada to consider expanding the role of their Emergency Medical Services (EMS) to include community paramedicine services. Community paramedicine provides a way to fill the health care service gap in rural areas that either have limited or no primary care services.

During the course of this legislative interim study, the Committee heard from many stakeholders who discussed the benefit of community paramedicine in both rural and urban areas. Community paramedicine utilizes Emergency Medical Technicians (EMT) who are clinically trained to conduct in-home visits to individuals who have limited mobility, and who can work under guidance of a medical professional, to manage patients with chronic conditions. As a result, communities across the nation that have implemented community paramedicine are experiencing reductions in hospital readmissions, which are contributing to lower healthcare costs and fewer emergency room visits. It should be noted that many of these services may be eligible for Medicaid reimbursements.

Given the potential benefits that community paramedicine may have on persons with behavioral and cognitive health issues, the Committee encourages all Nevada counties to consider expanding these services into their communities.

Please do not hesitate to contact me at 702-896-1453 or via e-mail at [Joyce.Woodhouse@sen.state.nv.us](mailto:Joyce.Woodhouse@sen.state.nv.us), or Committee Staff Sarah Coffman at 775-684-6463 or [scoffman@lcb.state.nv.us](mailto:scoffman@lcb.state.nv.us), with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Joyce Woodhouse".

Senator Joyce Woodhouse

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_20\_\_

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

Public Comment:

Background:

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



LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_21\_\_

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

Discussion for possible action requesting the District Attorney's office give written notice to Keith Westengard regarding place and time the Lander County Commission will have his performance evaluation, and all other matters properly related thereto.

Public Comment:

Background: Annual review. Commissioners were given evaluation form to complete.

Recommended Action:

LANDER COUNTY COMMISSIONERS MEETING  
9/27/2018

Agenda Item Number \_22\_

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

Public Comment:

Background:

Recommended Action:

1. Monthly Reports to Lander County Commissioners. July, 2018.
2. Monthly Reports to Lander County Commissioners. August, 2018.
3. State of Nevada. Department of Conservation & Natural Resources. Notice of Decision. Water Pollution Control Permit Number NEV2018104. Klondex Gold & Silver Mining Company Fire Creek Surface Discharge Project.
4. United States Department of the Interior. Bureau of Land Management. Tonopah Field Office. Public Consultation for the Proposed Volcanic Hills #2 (ROBB) Big Game Guzzler Upgrade.
5. United States Department of the Interior. Bureau of Land Management. Tonopah Field Office. Proposed Decision. Volcanic Hills #2 (ROBB) Big Game Guzzler Upgrade.
6. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Greater Phoenix Mine Final Environmental Impact Statement.
7. State of Nevada. Department of Conservation & Natural Resources. Bureau of Mining Regulation & Reclamation. Newmont USA Ltd.
8. United States Department of the Interior. Bureau of Land Management. Tonopah Field Office. Environmental Assessment. Gold Point, Nevada.
9. State of Nevada. Department of Conservation & Natural Resources. Bureau of Mining Regulation & Reclamation. Notice of Decision. Water Pollution Control Permit Number NEV2018107. Barrick Cortez Inc. Grass Valley Infiltration Project.
10. State of Nevada. Department of Conservation & Natural Resources. Bureau of Mining Regulation & Reclamation. Notice of Decision. Water Pollution Control Permit Number NEV2019109. Barrick Cortez Inc. Pine Valley Infiltration Project.
11. State of Nevada. Department of Conservation & Natural Resources. Bureau of Mining Regulation & Reclamation. Notice of Decision. Water Pollution Control Permit Number NEV2008102. Red Widow Mining Company, Inc. May Turquoise Mine.
12. United States Department of the Interior. Bureau of Land Management. Mount Lewis Field Office. Environmental Assessment. U.S. Gold Cororations; Keystone Exploration Project.

13. United States Department of the Interior. Bureau of Land Management.  
Mount Lewis Field Office. NuLegacy Gold Corporation's Avocado  
Exploration Project. Environmental Assessment Public Comment Period.
- 14.

# **MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS**

***JULY 2018***

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



**Lander County Clerk's Office**  
**Monies Collected for the Month of:**  
***JULY 2018***

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 1,731.00
TOTAL COUNTY FEES	\$ 2,110.50
TOTAL LAW LIBRARY FUND	\$ 180.00
TOTAL DOMESTIC VIOLENCE	\$ 50.00
TOTAL LEGAL AID FUND	\$ 190.00
TOTAL DRUG TEST FEES	\$ 2,260.00
 <b>TOTAL MONIES COLLECTED FOR</b>	
<b>THE MONTH OF JULY 2018</b>	<b>\$ 6,521.50</b>



**LANDER COUNTY CLERK**

Approved by State Board of Accounts for LANDER County - 2018

To Auditor of LANDER County, NEVADA  
Collecting for Period: 06/28/2018 thru 07/31/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
6I AA FEE - GENETIC MARKER ANALYSIS	0.00	279.00	279.00
6I AA FEE - JUSTICE #085-32003	0.00	644.00	644.00
6I AA FEE - JUVENILE #286-32006	0.00	184.00	184.00
6I AA FEE - STATE (A #090-32005	0.00	3,502.00	3,502.00
6I AA FEE - STATE (G #090-000-32013	0.00	460.00	460.00
6I BAIL FORFEITURES #001-35030	0.00	7,899.00	7,899.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	0.00	0.00	0.00
6I CIVIL FEES - COURT ACCOUNT/	0.00	0.00	0.00
6I COUNTY FINES/FORF #001-35030	0.00	365.00	365.00
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	0.00	0.00	0.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	0.00	329.70	329.70
6I FACILITY ASSESSME #285-34201	0.00	920.00	920.00
6I FELONY/GROSS MISD FORF -	0.00	0.00	0.00
SPECIALTY CO			
6I FELONY/GROSS MISD FORF - VICTIMS	0.00	0.00	0.00
OF C			
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	0.00	0.00	0.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	0.00	0.00	0.00
6I NRS 4.065 (SB#62) #090-32015	0.00	0.00	0.00
6I OVERPAYMENTS TO THE COUNTY	0.00	0.00	0.00
6I SPECIALTY COURT F #090-32207	0.00	648.50	648.50
6I SUBSTANCE ABUSE FEE (CHEMICAL	0.00	0.00	0.00
FEE)			
Totals:	0.00	15,231.20	15,231.20

State of NEVADA LANDER 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.
  
 CLERK OF THE AUSTIN JUSTICE COURT COURT

FILED

2018 AUG -3 AM 11:11

LANDER COUNTY CLERK

THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURE

JUSTICE OF THE PEACE  
AUSTIN TOWNSHIP - CRIMINAL ACCT  
P.O. BOX 100  
AUSTIN, NV 89310

DATE

7/31/18

001108

94-7074/3212

PAY  
TO THE  
ORDER OF

Lander County, Treasurer

\$ 14,901.50

Fourteen thousand Nine hundred One & 50/100

DOLLARS

WELLS  
FARGO

Wells Fargo Bank, N.A.  
Nevada

VOID AFTER 90 DAYS

MEMO

July 2018

Donna Sosa

RED THERMO SECURED  
SP LOGO

⑈001108⑈ ⑆321270742⑆

0404029175⑈

ARGENTA JUSTICE COURT  
MONTHLY FINANCIAL STATEMENT

FILED

2018 AUG -1 PM 12:32

LANDER COUNTY CLERK

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

TOTAL

\$ 0.00



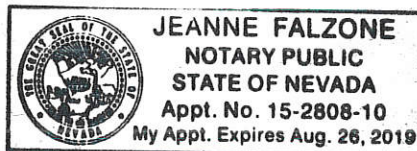
MAX W. BUNCH  
JUSTICE OF THE PEACE

State of Nevada  
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 1<sup>ST</sup>, DAY OF AUGUST, 2018



NOTARY PUBLIC



Disbursed Total

FINES & FEES MONTH OF JULY 2018

28,198.74

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	6,110.00	162
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,302.00	161
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	372.00	161
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	926.00	161
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	543.00	158
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	56.25	3
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	1,346.25	17
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	626.00	20
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	475.50	0
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	2,005.00	12
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,830.00	159
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	180.00	17
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	120.00	2
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	18.00	17
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,281.00	159
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	200.00	2
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	10,732.74	153
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	75.00	3

421

\*\*\* End of Report \*\*\*

STATE OF NEVADA  
COUNTY OF LANDER

MAX 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 31<sup>ST</sup> day of July, 2018.

  
Justice of the Peace

FILED

2018 AUG -1 AM 8:07

LANDER COUNTY CLERK



**Lander County Recorder**

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

**MONTHLY REPORT****FILED**

2018 JUL 31 AM 10:00

LANDER COUNTY CLERK

The following fees were collected for the period of July 1, 2018 through July 31, 2018.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$19,442.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$0.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$0.00
AB 6 NOD BUDGET SHORTFALL	\$0.00
AB 259 NOD INDIGENT	\$0.00
REAL PROPERTY TRANSFER TAX (General)	\$449.35
REAL PROPERTY TRANSFER TAX (State .10)	\$81.70
REAL PROPERTY TRANSFER TAX (State 1.30)	\$1,062.10
COPY WORK	\$469.80
SB 14 DOMESTIC VIOLENCE FUND	\$0.00
TECHNOLOGY FEE	\$4,790.00
FUND TO ASSIST (Previous Foster Care)	\$958.00
LEGAL SERVICES FOR INDIGENT	\$2,874.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$958.00
DEPARTMENT OF MINERALS (State)	\$56,430.00
MAPS	\$13,875.00
<b>TOTAL AMOUNT REMITTED TO TREASURER:</b>	<b>\$101,389.95</b>

  
Lesley L Bunch, Lander County Recorder

FILED

2018 AUG -8 AM 10:43

LANDER COUNTY CLERK

## REPORTING MONTH OF July 2018 FUND #300--TECHNOLOGY FEES

## RECORDER

BEGINNING BALANCE July 2018	\$50,683.09
REVENUE	\$4,790.00
Expenditures	(2,016.73)
Adjustment	
ENDING BALANCE July 2018	\$53,456.36

## ASSESSOR

BEGINNING BALANCE July 2018	\$3,076,211.82
REVENUE	109.80
EXPENDITURES	(21,288.91)
Adj Btwn Fnds	-
Interest 2018 Adjustment	
ENDING BALANCE-July 2018	\$3,055,032.71

## CLERK

BEGINNING BALANCE July 2018	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2018 Adjustment	\$0.00
ENDING BALANCE July 2018	\$28.15

## TOTALS

July 2018 Beginning Balance	\$3,150,895.64
Recorder	2,773.27
Assessor	(21,179.11)
CLERK	
July 2018 Ending Balance	\$3,132,489.80

## Yearly Recap July 2018 Thru June 30, 2019

Beginning Bal July 2018	3,150,895.64
Revenue	4,899.80
Expenditures	(23,305.64)
Interest	-
Adj	-
Ending Balance June 30, 2019	3,132,489.80



Lander County Treasurer/Gene Etcheverry

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

300 TECHNOLOGY FEES  
PERIOD ENDING 7/31/18

	FINAL AMENDED BUDGET	***** CURRENT PERIOD	***** ACTUAL YEAR TO DATE	OVER - UNDER BUDGET	%
<b>REVENUES</b>					
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	10,500.00	4,790.00	4,790.00	5,710.00	45
32223 ASSESSOR TECH FEES	300,000.00	109.80	109.80	299,890.20	0
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	7,652.00	.00	.00	7,652.00	0
38009 INTEREST-ASSESSOR	7,652.00	.00	.00	7,652.00	0
38013 INTEREST-DIST. COURT	7,652.00	.00	.00	7,652.00	0
38046 ASSESOR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENUE	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	333,456.00	4,899.80	4,899.80	328,556.20	1
<b>EXPENDITURES</b>					
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL	.00	.00	.00	.00	0
<b>067 RECORDER</b>					
53920 SERVICE AND SUPPLIES	17,500.00	.00	.00	17,500.00	0
53991 MINOR EQUIP/FURNITUR	5,000.00	485.70	485.70	4,514.30	9
59015 TRANS OUT INTEREST	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	668.19	668.19	1,831.81	26
TOTAL RECORDER	25,000.00	1,153.89	1,153.89	23,846.11	4
<b>068 ASSESSOR</b>					
53920 SERVICE AND SUPPLIES	550,000.00	2,589.00	2,589.00	547,411.00	0
53991 MINOR EQUIP/FURNITUR	315,000.00	.00	.00	315,000.00	0
54010 NEW FIXED ASSETS	365,000.00	.00	.00	365,000.00	0
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	0
TOTAL ASSESSOR	1,230,000.00	2,589.00	2,589.00	1,227,411.00	0
<b>069 DISTRICT COURT</b>					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,255,000.00	3,742.89	3,742.89	1,251,257.11	0
NET REV & EXPENDITURE	921,544.00-	1,156.91	1,156.91	922,700.91-	0
=====					

TREASURER'S ACCOUNTING LEDGER

Run: 08/02/18 09:42:41

FIR ACCOUNTS: 000 THRU 999 - 7/01/18 THRU 7/31/18

Receipt No.	Receipt Description	Acct ID	Date	Debit Amount	Credit Amount	Balance	File No.
ACCOUNT-300 TECHNOLOGY FEES							
				Beginning Balance		3,150,895.64	
58698	WEEK ENDING 07-06-18	300 CR	07/07/18		35.00	3,150,930.64	300-000-32221-000 REORDER TECH FEES
7078	SPEC EXPND 07-06-18 17/18	300 DS	07/13/18	93.05 ✓		3,150,836.79	300-000-00000-000
7128	CUMM BILLS 07-12-18 18/19	300 DS	07/13/18	7,949.41 ✓		3,142,887.38	300-000-00000-000
58937	WEEK ENDING 07-13-18	300 CR	07/14/18		2,310.00	3,145,197.38	300-000-32221-000 REORDER TECH FEES
58969	ELITE CARD-JUNE 18	300 CR	07/20/18		179.99	3,144,997.39	300-067-59950-000 MISCELLANEOUS
58975	WEEK ENDING 07-20-18	300 CR	07/23/18		95.00	3,145,092.39	300-000-32221-000 REORDER TECH FEES
58996	WEEK ENDING 07-25-18	300 CR	07/26/18		2,350.00	3,147,442.39	300-000-32221-000 REORDER TECH FEES
7258	CUMM BILLS 17/18 07-26-18	300 DS	07/31/18	11,319.50		3,136,122.89	300-000-00000-000
7268	CUMM BILLS 18/19 07-26-18	300 DS	07/31/18	3,742.89		3,132,380.00	300-000-00000-000
59019	2016-17 REAL PROP	300 CR	07/31/18		4.71	3,132,384.71	300-000-32223-000 ASSESSOR TECH FEES
59020	2017-18 REAL PROP	300 CR	07/31/18		6.52	3,132,391.23	300-000-32223-000 ASSESSOR TECH FEES
59021	2018-19 REAL PROP	300 CR	07/31/18		42.82	3,132,434.05	300-000-32223-000 ASSESSOR TECH FEES
59022	2015-16 PERS PROP	300 CR	07/31/18		.77	3,132,434.82	300-000-32223-000 ASSESSOR TECH FEES
59023	2016-17 PERS PROP	300 CR	07/31/18		.76	3,132,435.58	300-000-32223-000 ASSESSOR TECH FEES
59024	2017-18 PERS PROP	300 CR	07/31/18		2.30	3,132,437.88	300-000-32223-000 ASSESSOR TECH FEES
59025	2018-19 PERS PROP	300 CR	07/31/18		51.92	3,132,489.80	300-000-32223-000 ASSESSOR TECH FEES

23,125.65 4,719.81

ACCOUNT-300 TECHNOLOGY FEES

ENDING BALANCE

3,132,489.80

# **MONTHLY REPORTS TO LANDER COUNTY COMMISSIONERS**

***AUGUST 2018***

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



**Lander County Clerk's Office**  
**Monies Collected for the Month of:**  
***AUGUST 2018***

<u>ACCOUNT</u>	<u>AMOUNT</u>
TOTAL STATE FEES	\$ 1,109.00
TOTAL COUNTY FEES	\$ 1,981.50
TOTAL LAW LIBRARY FUND	\$ 315.00
TOTAL DOMESTIC VIOLENCE	\$ 0.00
TOTAL LEGAL AID FUND	\$ 316.00
TOTAL DRUG TEST FEES	\$ 500.00
 <b>TOTAL MONIES COLLECTED FOR</b>	
<b>THE MONTH OF AUGUST 2018</b>	<b>\$ 4,221.00</b>



**LANDER COUNTY CLERK**

Date: 09/04/2018 08:44

Clerk's Report to Auditor  
of Costs and Fees Collected

Page: 1

Approved by State Board of Accounts for LANDER County - 2018

To Auditor of LANDER County, NEVADA  
Collecting for Period: 07/31/2018 thru 08/30/2018

Account	Prior Collections	Collections This Period	Year To Date Collections
6I DISTRICT COURT APPEAL FEE	0.00	0.00	0.00
6I AA FEE - GENETIC MARKER ANALYSIS	279.00	354.00	633.00
6I AA FEE - JUSTICE #085-32003	644.00	840.00	1,484.00
6I AA FEE - JUVENILE #286-32006	184.00	240.00	424.00
6I AA FEE - STATE (A #090-32005	3,502.00	4,465.00	7,967.00
6I AA FEE - STATE (G #090-000-32013	460.00	600.00	1,060.00
6I APPEAL BOND HOLDING	0.00	0.00	0.00
6I BAIL FORFEITURES #001-35030	7,899.00	8,925.00	16,824.00
6I BAIL HOLDING	310.00	0.00	310.00
6I BAIL/BOND PROCESSING FEE	0.00	0.00	0.00
6I BOND FILING FEE VICTIMS OF CRIME	0.00	0.00	0.00
6I CIVIL FEES	0.00	0.00	0.00
6I CIVIL FEES - COURT ACCOUNT/	0.00	0.00	0.00
6I COUNTY FINES/FORF #001-35030	365.00	320.00	685.00
6I DEMAND JURY TRIAL DEPOSIT	0.00	0.00	0.00
6I DEMAND JURY TRIAL HOLDING	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE - COUNTY	0.00	0.00	0.00
6I DEPARTMENT OF WILDLIFE CIVIL FEES	0.00	0.00	0.00
6I DOMESTIC VIOLENCE FEE	0.00	0.00	0.00
6I DUI SPECIALTY COURT FEE (AOC)	0.00	0.00	0.00
6I EPAYMENT CONVENIENCE FEE	329.70	422.63	752.33
6I FACILITY ASSESME #285-34201	920.00	1,190.00	2,110.00
6I FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
6I FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
6I FINE - STATE OF N #090-35030	0.00	0.00	0.00
6I FINE -LANDER COUN #090-35030	0.00	0.00	0.00
6I LC98-3 OTHER #01-32009	0.00	0.00	0.00
6I MARRIAGE LICENSE FEE	0.00	0.00	0.00
6I MISCELLANEOUS FEE #001-000-38080	0.00	0.00	0.00
6I NON SUFFICIENT FUNDS	0.00	0.00	0.00
6I NRS 4.065 (SB#62) #090-32015	0.00	0.00	0.00
6I OVERPAYMENTS	160.00	9.42	169.42
6I OVERPAYMENTS TO THE COUNTY	0.00	0.00	0.00
6I RESTITUTION	700.00	0.00	700.00
6I SLUSH FUND	379.82	0.00	379.82
6I SPECIALTY COURT F #090-32207	648.50	831.00	1,479.50
6I SUBSTANCE ABUSE FEE (CHEMICAL FEE)	0.00	0.00	0.00
6I TRANSCRIPT DEPOSIT	100.00	0.00	100.00
Totals:	16,881.02	18,197.05	35,078.07

State of NEVADA LANDER 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.

*Karen Berg*  
CLERK OF THE AUSTIN JUSTICE COURT COURT

LANDER COUNTY CLERK

2018 SEP -4 AM 9:55

FILED

FILED

2018 SEP -4 AM 9:57

LANDER COUNTY CLERK

JUSTICE OF THE PEACE  
AUSTIN TOWNSHIP - CRIMINAL ACCT  
P.O. BOX 100  
AUSTIN, NV 89310

DATE 9/2/18 001110  
94-7074/3212

PAY TO THE ORDER OF

Lander County Treasurer  
Seventeen Thousand Seven Hundred Sixty Five

\$ 17,765.00

DOLLARS

Wells Fargo Bank N.A.  
WELLS FARGO  
Nevada

MEMO

August 2018

VOID AFTER 90 DAYS

Monne Lopez

⑈001110⑈ ⑆321270742⑆

0404029175⑈

ARGENTA JUSTICE COURT  
MONTHLY FINANCIAL STATEMENT

FILED

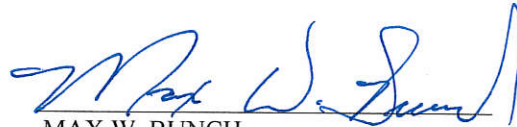
2018 AUG 30 PM 2:52

LANDER COUNTY CLERK

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

TOTAL

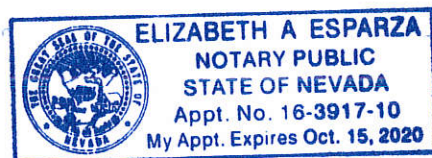
\$ 0.00



MAX W. BUNCH  
JUSTICE OF THE PEACE

State of Nevada  
County of Lander

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 31<sup>st</sup>, DAY OF AUGUST, 2018

  
NOTARY PUBLIC



Disbursed Total

FINES & FEES MONTH OF AUGUST 2018

28,429.00

Account	Payee Name	Check Number	Check Status Code	Disbursed Amount	Number of Cases
6H AA FEE - STATE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	6,199.00	170
6H AA FEE - JUSTICE	LANDER COUNTY TREASURER	N/A	N/A	1,302.00	167
6H AA FEE - JUVENILE	LANDER COUNTY TREASURER	N/A	N/A	372.00	167
6H AA FEE - STATE (GENERAL)	LANDER COUNTY TREASURER	N/A	N/A	934.00	168
6H AA FEE - GENETIC MARKER ANALYSIS	LANDER COUNTY TREASURER	N/A	N/A	534.00	161
6H BAIL/BOND PROCESSING FEE BOND FEES	LANDER COUNTY TREASURER	N/A	N/A	56.25	3
6H CIVIL FEES	LANDER COUNTY TREASURER	N/A	N/A	984.75	21
6H CIVIL FEES - COURT ACCOUNT	LANDER COUNTY TREASURER	N/A	N/A	513.00	24
6H DOMESTIC VIOLENCE FEE	LANDER COUNTY TREASURER	N/A	N/A	17.00	1
6H FACSIMILE FEES	LANDER COUNTY TREASURER	N/A	N/A	498.00	0
6H COUNTY FINES/FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	2,890.00	12
6H FACILITY ASSESSMENT FEE	LANDER COUNTY TREASURER	N/A	N/A	1,830.00	164
6H LC98-3 OTHER	LANDER COUNTY TREASURER	N/A	N/A	190.00	19
6H SUBSTANCE ABUSE FEE (CHEMICAL FEE)	LANDER COUNTY TREASURER	N/A	N/A	180.00	3
6H NRS 4.065 (SB#62)	LANDER COUNTY TREASURER	N/A	N/A	19.00	19
6H SPECIALTY COURT FEE (MISD)	LANDER COUNTY TREASURER	N/A	N/A	1,279.00	164
6H DUI SPECIALTY COURT FEE (AOC)	LANDER COUNTY TREASURER	N/A	N/A	300.00	3
6H STATE FORFEITURES	LANDER COUNTY TREASURER	N/A	N/A	10,256.00	155
6H BOND FILING FEE VICTIMS OF CRIME	LANDER COUNTY TREASURER	N/A	N/A	75.00	3

431

\*\*\* End of Report \*\*\*

STATE OF NEVADA  
COUNTY OF LANDER

MAX 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 30<sup>TH</sup> day of August, 2018.

  
Justice of the Peace

FILED  
2018 AUG 30 AM 9:58  
LANDER COUNTY CLERK



**Lander County Recorder**

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

**FILED****2018 SEP -4 AM 10: 57****MONTHLY REPORT****LANDER COUNTY CLERK**

The following fees were collected for the period of August 1, 2018 through August 31, 2018.

<u>ACCOUNT</u>	<u>AMOUNT</u>
RECORDINGS	\$29,269.00
OUTSTANDING RCD	\$0.00
OVERPYMT KEPT	\$0.00
OVERPYMT VOUCHER	\$0.00
AB 6 NOD FORECLOSURE MEDIATION FUND	\$90.00
AB 6 NOD BUDGET SHORTFALL	\$150.00
AB 259 NOD INDIGENT	\$10.00
REAL PROPERTY TRANSFER TAX (General)	\$2,780.25
REAL PROPERTY TRANSFER TAX (State .10)	\$505.50
REAL PROPERTY TRANSFER TAX (State 1.30)	\$6,571.50
COPY WORK	\$619.85
SB 14 DOMESTIC VIOLENCE FUND	\$20.00
TECHNOLOGY FEE	\$1,065.00
FUND TO ASSIST (Previous Foster Care)	\$213.00
LEGAL SERVICES FOR INDIGENT	\$639.00
COMPENSATION OF INVESTIGATORS APPOINTED BY DISTRICT COURT	\$213.00
DEPARTMENT OF MINERALS (State)	\$132,180.00
MAPS	\$30.00
<b>TOTAL AMOUNT REMITTED TO TREASURER:</b>	<b>\$174,356.10</b>

  
\_\_\_\_\_  
Lander County Recorder

# REPORTING MONTH OF August 2018

FUND #300--TECHNOLOGY FEES

## RECORDER

BEGINNING BALANCE August 2018	\$53,456.36
REVENUE	\$1,065.00
Expenditures	(859.74)
Adjustment	
ENDING BALANCE August 2018	\$53,661.62

## ASSESSOR

BEGINNING BALANCE August 2018	\$3,055,032.71
REVENUE	10,098.31
EXPENDITURES	(11,282.75)
Adj Btwn Fnds	-
Interest 2018 Adjustment	
ENDING BALANCE-August 2018	\$3,053,848.27

## CLERK

BEGINNING BALANCE August 2018	\$28.15
REVENUE	\$0.00
EXPENDITURES	\$0.00
Interest 2018 Adjustment	\$0.00
ENDING BALANCE August 2018	\$28.15

## TOTALS

August 2018 Beginning Balance	\$3,132,489.80
Recorder	205.26
Assessor	(1,184.44)
CLERK	
August 2018 Ending Balance	\$3,131,510.62

## Yearly Recap July 2018 Thru June 30, 2019

Beginning Bal July 2018	3,150,895.64
Revenue	16,063.11
Expenditures	(35,448.13)
Interest	-
Adj	-
Ending Balance June 30, 2019	3,131,510.62

RECEIVED

SEP 07 2018

LANDER COUNTY CLERK

  
Lander County Treasurer/Gene Etcheverry

STATEMENT OF BUDGETED REVENUES & EXPENDITURES COMPARED TO ACTUAL

300 TECHNOLOGY FEES  
PERIOD ENDING 8/31/18

	FINAL AMENDED BUDGET	***** ACTUAL ***** CURRENT PERIOD	YEAR TO DATE	OVER - UNDER BUDGET	%
REVENUES					
31010 REAL PROPERTY TAXES-	.00	.00	.00	.00	0
32221 RECORDER TECH FEES	10,500.00	1,065.00	5,855.00	4,645.00	55
32223 ASSESSOR TECH FEES	300,000.00	10,098.31	10,208.11	289,791.89	3
32224 DIST COURT TECH FEES	.00	.00	.00	.00	0
38007 INTEREST-RECORDER	7,652.00	.00	.00	7,652.00	0
38009 INTEREST-ASSESSOR	7,652.00	.00	.00	7,652.00	0
38013 INTEREST-DIST. COURT	7,652.00	.00	.00	7,652.00	0
38046 ASSESR TECH NET PRO	.00	.00	.00	.00	0
38080 MISCELLANEOUS REVENU	.00	.00	.00	.00	0
38122 GRANT-OTS CRASH	.00	.00	.00	.00	0
39009 TRANS IN FMV	.00	.00	.00	.00	0
TOTAL REVENUES	333,456.00	11,163.31	16,063.11	317,392.89	4
EXPENDITURES					
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
TOTAL	.00	.00	.00	.00	0
067 RECORDER					
53920 SERVICE AND SUPPLIES	17,500.00	682.76	682.76	16,817.24	3
53991 MINOR EQUIP/FURNITUR	5,000.00	176.98	662.68	4,337.32	13
59015 TRANS OUT INTEREST	.00	.00	.00	.00	0
59950 MISCELLANEOUS	2,500.00	.00	668.19	1,831.81	26
TOTAL RECORDER	25,000.00	859.74	2,013.63	22,986.37	8
068 ASSESSOR					
53920 SERVICE AND SUPPLIES	550,000.00	7,112.75	9,701.75	540,298.25	1
53991 MINOR EQUIP/FURNITUR	315,000.00	4,170.00	4,170.00	310,830.00	1
54010 NEW FIXED ASSETS	365,000.00	.00	.00	365,000.00	0
54095	.00	.00	.00	.00	0
59045 TRANS OF REVENUES	.00	.00	.00	.00	0
59405	.00	.00	.00	.00	0
TOTAL ASSESSOR	1,230,000.00	11,282.75	13,871.75	1,216,128.25	1
069 DISTRICT COURT					
53920 SERVICE AND SUPPLIES	.00	.00	.00	.00	0
53991 MINOR EQUIP/FURNITUR	.00	.00	.00	.00	0
TOTAL DISTRICT COURT	.00	.00	.00	.00	0
TOTAL EXPENDITURES	1,255,000.00	12,142.49	15,885.38	1,239,114.62	1
NET REV & EXPENDITURE	921,544.00-	979.18-	177.73	921,721.73-	0
=====	=====	=====	=====	=====	=====

Run: 08/05/18 15:48:50

FOR ACCOUNTS: 000 THRU 999 -

8/01/18 THRU 8/31/18

Receipt No.	Receipt Description	Act	IP	Date	Debit Amount	Credit Amount	Balance	POB No.
ACCOUNT-300 TECHNOLOGY FEES								
						Beginning Balance	3,132,489.80	
0998	CHRM GTLS 08-09-18	300	03	08/15/18	4,850.73		3,127,639.07	300-000-00000-000 RECHRMER TECH FEES
59128	WEEK ENDING 08-17-18	300	05	08/20/18	730.60		3,128,369.07	300-000-32221-000 RECHRMER TECH FEES
59164	WEEK ENDING 08-24-18	300	05	08/27/18	125.00		3,128,494.07	300-000-32221-000 RECHRMER TECH FEES
59180	2017-18 MEAL PRHP	300	08	08/29/18	.58		3,128,494.65	300-000-32223-000 ASSESSOR TECH FEES
59181	2018-19 MEAL PRHP	300	05	08/29/18	9,396.53		3,137,891.18	300-000-32223-000 ASSESSOR TECH FEES
59182	2015-16 PERS PRHP	300	00	08/29/18	1.22		3,137,892.40	300-000-32223-000 ASSESSOR TECH FEES
59183	2016-17 PERS PRHP	300	04	08/29/18	1.07		3,137,893.47	300-000-32223-000 ASSESSOR TECH FEES
59184	2017-18 PERS PRHP	300	05	08/29/18	12.56		3,137,906.03	300-000-32223-000 ASSESSOR TECH FEES
59185	2018-19 PERS PRHP	300	05	08/29/18	686.35		3,138,592.38	300-000-32223-000 ASSESSOR TECH FEES
6198	SPEC EXMD 08-17-18	300	03	08/31/18	93.76		3,138,498.62	300-000-00000-000
8238	CHRM GTLS 08-23-18	300	03	08/31/18	7,498.00		3,131,000.62	300-000-00000-000
59199	WEEK ENDING 08-31-18	300	05	08/31/18	210.00		3,131,510.62	300-000-32221-000 RECHRMER TECH FEES
					12,142.49	11,163.31		
ACCOUNT-300 TECHNOLOGY FEES							ENDING BALANCE	3,131,510.62



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

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

15 August 2018

**NOTICE OF DECISION**

**WATER POLLUTION CONTROL PERMIT  
NUMBER NEV2018104**

**Klondex Gold & Silver Mining Company  
Fire Creek Surface Discharge Project**

The Administrator of the Nevada Division of Environmental Protection (the Division) has decided to issue new Water Pollution Control Permit NEV2018104 to Klondex Gold & Silver Mining Company. This Permit authorizes the construction, operation, and closure of approved mining facilities in Lander County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective 30 August 2018. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, 25 August 2018, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Michelle Griffin at (775) 687-9405 or visit the Division website at <https://ndep.nv.gov/posts/category/land>.

No comments were received during the public comment period.



STATE OF NEVADA

Department of Conservation and Natural Resources  
Division of Environmental Protection  
Bureau of Mining Regulation and Reclamation

**Discharge Permit**

Permittee: **Klondex Gold & Silver Mining Company**  
**Fire Creek Surface Discharge Project**  
**6110 Plumas Street, Suite A**  
**Reno, NV 89519**

Permit Number: **NEV2018104**  
Review Type/Year/Revision: **New Permit 2018, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to discharge treated mine dewatering water at the **Fire Creek Surface Discharge Project**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is authorized to discharge up to **1,200,000 gallons per day (gpd)** from the treatment plant and untreated dewatering water from the 5,340 foot above mean sea level to the land surface in the unnamed tributary of Fire Creek.

The Project and outfall is located in Lander County, within Section 23, Township 30 North, Range 47 East, Mount Diablo Baseline and Meridian, approximately 18 miles southeast of the town of Battle Mountain, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations. This Permit does not authorize discharge to waters of the U.S.

This Permit is based on the assumption that the information submitted in the application of 5 March 2018, as modified by subsequent approved amendments, is accurate and that the Project has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from, or changes in, the information in the application that may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **30 August 2018**, and shall remain in effect until **30 August 2023**, unless modified, suspended, or revoked.

Signed this 13 day of **August 2018**.

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

I. Specific Project Conditions and Limitations

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

1. Construct, operate, and close the Project in accordance with those plans;
2. Except for the discharge authorized by this Permit, and any other approved uses, contain within the fluid management system all dewatering water and all meteoric waters that enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any contaminants from the fluid management system that would result in degradation of waters of the State.

B. Schedule of Compliance: None Required.

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

1. All components used to collect, convey, manage, and control the discharge water, including but not limited to, pumps, pipes, valves, vents, flow meters, fittings, tanks, drains, basins, sumps, ditches, berms, culverts, drill rigs, mobile equipment, run-off/run-on structures, and devices for controlling erosion or sedimentation.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Discharge Flow Distance</u> Discharge at the Diffuser	Endpoint location <sup>(2)(3)</sup> and photograph <sup>(4)</sup> , flow path distance from discharge point to endpoint (feet) <sup>(3)</sup>	Weekly <sup>(5)</sup>
2. <u>Discharge to Surface Water</u> Non-Contact Water (5340) Diffuser;	Date, receiving body ID <sup>(6)</sup> , inflow point location <sup>(2)(6)</sup> volume discharged (gal) <sup>(6)</sup> , discharge duration (hours) <sup>(6)</sup> ; Profile I <sup>(1)</sup> ;	Daily;
Non-Contact Water (5340) Diffuser;		Monthly;
Fire Creek Upgradient of the Diffuser	Flow (gpm) Profile I <sup>(1)</sup> ;	Monthly, when flowing;
Fire Creek Downgradient of the confluence;		

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
Storm Event Monitoring on Date of Discharge to Fire Creek	Storm duration (hours), precipitation (inches) <sup>(6)</sup>	Per storm event <sup>(6)</sup>

The Permittee may request a reduction of the monitoring frequency after four quarters of complete monitoring based on justification other than cost. Such reductions may require submittal of a new Permit application and public notice.

### **Abbreviations:**

ID = identification number or name; gal = gallons; gpm = gallons per minute; gpd = gallons per day; CaCO<sub>3</sub> = calcium carbonate; N = nitrogen; P = phosphorus; SU = standard units; mg/L = milligrams per liter; PCS = Petroleum-Contaminated Soil; °C = degrees Celsius; GPS = global positioning satellite; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion; SU = standard units for pH measurement

### **Footnotes:**

(1) Profile I:

Alkalinity (as CaCO <sub>3</sub> )	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH (± 0.1 SU) <sup>(7)</sup>	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

- (2) Use GPS, or equivalent method, to determine locations in Universal Transverse Mercator coordinates (in meters, NAD 83 datum), and provide a map showing all locations monitored per Part II.B.1.
- (3) As used herein, the discharge endpoint is the furthest downgradient point reached by a surface discharge.
- (4) For each surface discharge, take a photograph looking downgradient showing the discharge endpoint<sup>(2)</sup> and visual evidence that the discharge flowed to that point but not any further.
- (5) Monitor the endpoint<sup>(2)</sup> location of each surface discharge weekly, but in the monitoring report required in Part II.B.1., include only the furthest

downgradient location and photograph<sup>(3)</sup>, and the maximum flow distance, reached during the quarter.

- (6) As used herein, the discharge inflow point is the point where water discharged from a particular outfall comes in contact with a surface water body or enters an otherwise dry stream channel, whichever occurs first. Provide the type of receiving body (e.g., creek, river, wetland, pond, lake, reservoir, dry channel, etc.), receiving body name, and inflow point location<sup>(2)</sup>. Estimate the duration and total volume of discharge water that flows into the receiving body. Specify whether or not the discharge occurred during a storm event, and if so, report the storm duration and total amount of precipitation.
  - (7) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO<sub>3</sub> equivalent).
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations
1. Failure to meet a Schedule of Compliance date or requirement.
  2. The maximum instantaneous surface discharge flow rate from an individual outfall is 800 gpm. The maximum total Project daily surface discharge flow rate for all outfalls combined is 1,200,000 gpd.
  3. There shall be no discharge except from the outfalls identified in Part I.C., or from other outfalls in the Project area that comply with all Permit requirements and are identified in quarterly monitoring reports.
  4. There shall be no discharge to surface water or a stream channel that exceeds an applicable water quality standard at Nevada Administrative Code (NAC) 445A.121, 445A.1236, or 445A.1442. There shall be no discharge that infiltrates beneath the land surface and exceeds both a drinking water standard and the natural background groundwater concentration for the same parameter, unless the Division has approved a demonstration that the discharge does not have the potential to degrade groundwater.
  5. The Permittee shall obtain and maintain current jurisdictional determinations from the U.S. Army Corps of Engineers for all receiving surface water bodies and stream channels that may be affected by the authorized discharge.
  6. No chemicals shall be added to the discharge water, except as approved by the Division prior to use. A proposal to add a chemical to an approved discharge may require submittal of a new permit application and fee. The application must specify the type of chemical, the proposed dosage rate, and include a safety data sheet (SDS) with aquatic life toxicity information and any other supporting documentation which demonstrates that the proposed chemical will not create any adverse environmental effects.
  7. There shall be no objectionable odors from the discharge area.

8. There shall be no discharge of floating or suspended solids, or visible foam, in other than trace amounts. Drilling mud and other visible residue shall not be left in a stream channel where it may be carried into waters of the State during a flow event. Other discharged contaminants shall not be left in a stream channel if it would create the potential for exceedance of a water quality standard.
9. Best management practices (BMPs) shall be employed for energy dissipation and for management of water flow and water quality, at the outfall. Additional BMPs shall be installed in the discharge flow path, as warranted, to minimize erosion and sedimentation.
10. In accordance with Part I.M., the following BMPs shall be employed during dust suppression activities: only clarified water shall be used, no runoff shall be created, and dust suppression activities shall be suspended when the ground surface is saturated or frozen.

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

- H. The Project shall maintain an automated or manual calibrated rain gauge, which shall be monitored at least daily to record precipitation (inches of water). A written and/or electronic record of all daily accumulations of precipitation shall be maintained on site. Depending on site topography and size, multiple meteorological stations may be required.
- I. The Permittee shall inspect all control devices, systems, and facilities weekly, and also during, when possible, and after major storm events. These inspections are performed to detect evidence of:
  1. Deterioration, malfunction, or improper operation of control or monitoring systems;
  2. Sudden changes in the data from any monitoring device (if applicable);
  3. The presence of liquids in leak detection systems (if applicable);
  4. Unauthorized discharges; and
  5. Severe erosion or other signs of deterioration in sumps, dikes, diversions, closure covers, or other fluid management components.
- J. Prior to permanently ceasing a permitted discharge, or prior to initiating permanent closure activities at the Project, or at any component within the Project, the Permittee must have an approved final plan for permanent closure, which shall include, but may not be limited to, plans to stabilize, as defined at NAC 445A.379, all applicable components of the fluid management system and applicable lands disturbed by the Project.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the Project has received final closure certification from the Division.



- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the Project site without first obtaining from the Division approval of a PCS Management Plan.
  - M. When performing dust suppression activities, the Permittee shall use BMPs and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
  - N. Continuing Investigations: None Required
- II. General Project Conditions and Limitations
- A. General Requirements
    - 1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he determines good and valid cause (such as an act of God, a labor strike, materials shortage, or other event over which Permittee has little or no control) exists for such revision.
    - 2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
    - 3. Whenever the Permittee becomes aware that he failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.
  - B. Reporting Requirements
    - 1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28<sup>th</sup> day of the month following the quarter and must contain the following:
      - a. Analytical results of discharges to surface water or stream channel identified in Part I.D.2., reported on a form similar to NDEP Form 0190 that has been modified to include the parameters specified in Part I.D. Footnote (1);
      - b. Photographs identified in Part I.D.1., labeled with the date;
      - c. A location map showing outfalls, discharge endpoints, and surface water inflow points, as identified in Parts I.D.1. and I.D.2.;

- d. Outfall flow monitoring, total Project flow monitoring, flow distance, and all other non-analytical monitoring results identified in Parts I.D.1. and I.D.2., reported in tabular format, as appropriate;
- e. A notice of new discharges in accordance with NAC 445A.258 for any outfalls not identified in Part I.C. or in previous quarterly reports, and
- f. A record of releases, and the remedial actions taken, on NDEP Form 0490 or equivalent.

Facilities which have not initiated permitted activities must submit a quarterly report identifying the status of the Project. Subsequent to any noncompliance or any Project expansion which may lead to an increased discharge rate or frequency, the Division may require an accelerated monitoring frequency. If the Permittee monitors any parameter at a location designated herein more frequently than required by this Permit, using methods that comply with the requirements in Part II.E., the results of such monitoring shall be included in the quarterly monitoring report.

- 2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28<sup>th</sup> of each year, for the preceding calendar year, which contains the following:
  - a. A synopsis of releases on NDEP Form 0390 or equivalent;
  - b. A brief summary of site operations, including construction and expansion activities, and major problems with the fluid management system;
  - c. A table of total monthly precipitation amounts recorded in accordance with Part I.H, reported for either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
  - d. An updated version of the Project monitoring and sampling procedures and protocols;
  - e. A graph of total Project daily surface discharge flows versus time. The graph shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter; and
  - f. Graphs showing pH values, and antimony, arsenic, chloride, manganese, selenium, sulfate, and total dissolved solids (TDS) concentrations (as applicable at all fluid sampling points). These graphs shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter. Display only one parameter per map. Additional parameters may be required by the Division if deemed necessary.
- 3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC

445A.347 or NAC 445A.3473, as appropriate. Discharges are not releases unless they violate applicable regulations or Permit requirements.

- a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
  - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.
  - c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
  - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
- a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:

- i. Name, address, and telephone number of the owner or operator;
  - ii. Name, address, and telephone number of the Project;
  - iii. Date, time, and type of incident, condition, or circumstance;
  - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;
  - v. Human and animal mortality or injury;
  - vi. An assessment of actual or potential hazard to human health and the environment outside the Project; and
  - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
- b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
- i. A description of the incident and its cause;
  - ii. The periods of the incident (including exact dates and times);
  - iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
  - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
  - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
- c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
- i. Determine the effect and extent of each incident;
  - ii. Minimize any potential impact to the waters of the State arising from each incident;
  - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
  - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not

relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 180 days before the Permit expires, pursuant to NAC 445A.241.
2. The Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within thirty (30) days after any change in previously submitted information. The same information shall be submitted in the same timeframe with any application for a Permit transfer, in addition to the information required at NAC 445A.263, subsection 4(e). An application for a new Permit, Permit renewal, or a Permit modification that requires public notice shall include current Permit contact information described in paragraphs (a) through (d) of subsection 2 of NAC 445A.394.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all Permit applications for Permit modifications and renewals, shall be submitted in both hard copy and a Division-approved electronic format.
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, suspending, or revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during Project operation, and for a minimum of 3 years thereafter, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey



property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

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

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

E. Sampling and Analysis Requirements

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

6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value or water quality standard for Profile I. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

F. Permit Modification Requirements

1. In accordance with NAC 445A.258, 445A.261, and 445A.263, any planned Project expansion, production increase, or modification that would result in a new or increased discharge, must be reported to the Division by submittal of an application for a new Permit. A change that is in conformance with the existing Permit, or that qualifies as a minor modification pursuant to NAC 445A.263, subsection 4, must be reported to the Division by submittal of a written notice of the changes. An application for a new Permit must comply with NAC 445A.228 through 445A.263, as applicable. The expansion, production increase, or modification shall not commence, nor shall a change to the Permit be effective, until a new Permit or written Division approval is obtained.
2. Prior to the commencement of discharge at any location within the State outside of the Project area which is owned or operated by the Permittee but not identified and characterized in a previously submitted Permit application, the Permittee shall submit to the Division an application for a new Permit which identifies the locations of the proposed outfalls, and characterizes the potential for the discharge to release pollutants and degrade waters of the State. The discharge shall not commence until the new Permit is issued and effective.
3. The Permittee shall notify the Division in writing at least five days before commencing the discharge authorized by this Permit of the intent to begin active operation of the Project.
4. The Permittee must obtain a written determination from the Administrator of any planned modification of the Project as to whether it is considered a minor modification of the Permit or a change that requires a new Permit.
5. If a toxic effluent standard or prohibition is established under NAC 445A for a toxic pollutant that is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this Permit, this Permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the Permittee so notified.

Prepared by: Michelle Griffin

Date: 13 August 2018

Revision 00: New Permit

**FACT SHEET**  
(Pursuant to Nevada Administrative Code (NAC) 445A.236)

Permittee Name: **Klondex Gold & Silver Mining Company**

Project Name: **Fire Creek Surface Discharge Project**

Permit Number: **NEV2018104**

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

**A. Location of Discharge**

**Location:** The Fire Creek Surface Discharge Project authorizes the discharge of treated and untreated mine dewatering water into a channel adjacent to Fire Creek, deemed non-jurisdictional by the Army Corps of Engineers in 2018. The discharge point is located in Section 23, Township 30 North, Range 47 East, Mount Diablo Baseline & Meridian (MDB&M).

**General Description:** The Project consists of a tie-in to an existing pipe which discharges to the rapid infiltration basins (RIBs). The water treatment system is permitted and monitored under the Fire Creek Project Water Pollution Control Permit (WPCP) NEV2007104.

**B. Description of Discharge**

**General:** The Permittee operates an underground mining facility, located approximately 18 miles southeast of the town of Battle Mountain.

The Permittee will discharge treated water generated from the dewatering of the underground mine at the Project. Water generated from the existing water treatment plant at the Fire Creek Mine is conveyed through an 8-inch diameter high-density polyethylene (HDPE) pipeline over a distance of approximately 1.75 miles for discharge into the RIBs. A 24-inch, 500-foot long HDPE pipeline ties in to this existing pipeline approximately 0.75 miles prior to the discharge location for the RIBs, for discharge into a channel adjacent to Fire Creek.

The treatment plant effluent is of good quality and meets all Profile I reference values. The discharge pipeline is equipped with a totalizer flow meter and a valve to direct flow to either the RIBs or the discharge location. The actual discharge volume and rate shall not exceed the permitted limit of 1,200,000 gallons per day.

A pipeline conveying non-contact water which meets Profile I reference values is tied-in to the treatment plant effluent pipeline for discharge at the diffuser.

**C. Proposed Determination**

The Division has made the tentative determination to issue the new Permit.

**D. Receiving Water Characteristics**

Background water quality of Fire Creek has been monitored through the Fire Creek Project WPCP NEV2007104. Water quality is of good quality and meets all Profile I reference values.

One source of the discharge is treated water from the dewatering of the underground workings. The influent to the treatment plant typically exceeds the Profile I reference values for antimony, arsenic, chloride, manganese, selenium, sulfate, and total dissolved solids, but meets all standards at the diffuser. The surface discharge pipe is tied into the pipe which discharges to the RIBs.

Another source of the discharge is water encountered in the underground workings at approximately 5,340 feet above mean sea level (amsl). Water from 5,340 feet amsl is held in an underground tank, as needed, and piped to the surface through a single wall 4-inch HDPE SDR11 pipe. This pipe ties in to the existing 8-inch HDPE permeate pipeline from the water treatment plant which is routed to the surface discharge diffuser. The tie in is isolated by check valve. Water quality at 5,340 feet amsl meets all Profile I reference values.

**E. Proposed Effluent Limitations, Schedule of Compliance, Monitoring, Special Conditions**

See Section I of the Permit.

**F. Rationale for Permit Requirements**

The facility must not discharge a pollutant that would result in the degradation of existing or potential underground sources of drinking water, or that would cause an exceedance of an applicable surface water quality standard or regulation.

The primary methods for ensuring compliance will be required routine monitoring and reporting, augmented by Division site inspections. Specific monitoring requirements can be found in the Permit.

**G. Procedures for Public Comment**

The Notice of the Division's intent to issue a Permit authorizing the discharge, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. The public hearing must be conducted in accordance with Nevada Revised Statutes (NRS) Chapter 233B, unless waived by the applicant.

#### **H. Federal Migratory Bird Treaty Act**

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service (the Service) is authorized to enforce the prevention of migratory bird mortalities at ponds. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

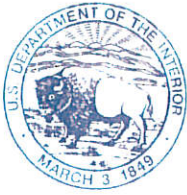
Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Michelle Griffin

Date: 13 August 2018

Revision 00: New Permit.





# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Tonopah Field Office  
P.O. Box 911 (1553 South Main Street)  
Tonopah, Nevada 89049  
Phone: 775-482-7800 Fax: 775-482-7810  
<https://www.blm.gov/nevada>

In Reply Refer To:  
4120 (R595114)

**AUG 20 2018**

## **PUBLIC CONSULTATION FOR THE PROPOSED VOLCANIC HILLS #2 (ROBB) BIG GAME GUZZLER UPGRADE TONOPAH FIELD OFFICE**

Dear Interested Public:

This public consultation letter proposes an upgrade to the Volcanic Hills #2 (Robb) big game guzzler (Project Number: 595114) located on public lands administered by the Tonopah Field Office (TFO). This action was developed with coordination between the Bureau of Land Management (BLM) and the Nevada Department of Wildlife (NDOW) to address issues of the guzzler going dry in drought years.

The Volcanic Hills are a low dry range without perennial surface water sources located approximately 11 miles west of Coaldale Junction south of U.S. Highway 6, Esmeralda County, Nevada. Volcanic Hills #2 Guzzler, along with the Volcanic Hills #1 Guzzler provide a critical water source for desert bighorn sheep in the area. Both guzzlers went dry following the summer of 2016, when a prolonged period of dry weather failed to recharge the guzzlers. Subsequently, bighorn sheep left the Volcanic Hills in search of water. In 2018, NDOW conducted costly water hauls with a helicopter to the guzzler. The Volcanic Hills is located within the Red Spring Allotment and portion of the Fish Lake Valley Herd Management Area overlaps a portion of the Volcanic Hills on the western bench. However, the guzzler is located outside of the Herd Management Area and is inaccessible to livestock due to rough topography.

This Proposed Action is to authorize NDOW to upgrade the Volcanic Hills #2 Guzzler. A Decision will be issued by the TFO in accordance with 43 CFR 4160. A Categorical Exclusion (CX) will be completed prior to issuance of a Proposed Decision. A Cultural inventory would also be completed prior to the issuance of a Proposed Decision. If eligible sites are found, the Proposed Action would be modified accordingly.

### **Proposed Action**

To increase the collection reliability, and storage capacity of the Volcanic Hills #2 Guzzler to insure the guzzler does not become insolvent during dry years, the BLM proposes the following:

1. Replace three existing 1,800 gallon tanks with three 2,300 gallon tanks in the existing tank pad.

2. Add an additional 2,300 gallon tank to the system.
3. Construct a 40'x 60' supplemental metal apron.
4. Construct a water pipeline between the supplemental apron and the tanks.
5. Retain the existing slick-rock dam, and plumb it into the new tank array.

Materials would be trucked to a previously disturbed staging area, from the staging, materials would be transported to the job site via helicopter. NDOW personnel and volunteers would hike from the staging area to the job site. Disturbance would be kept to a minimum, on the ground disturbance would not exceed 0.24 acres and much of this area will be allowed to recover naturally.

### **Rationale**

In arid-land areas, where water is a limiting factor, guzzlers are shown to be effective tool for increasing big game distribution and populations (Roberts, 1977). In areas where natural water sources are scarce or can become limited during a drought event, a guzzlers ability to store water and provide water that will last 12 to 18 months have been shown to be critical for the survival desert bighorn sheep populations (Halloran and Demin, 1958, Dolan, 2006).

The Volcanic Hills #2 Guzzler is currently in the same configuration when it was constructed in 1999. The guzzler went dry following the summer of 2016 and failed to recharge subsequently. By replacing the existing tanks and adding an additional tank, the guzzler would have additional water holding capacity to insure the guzzler does not go dry during drought years. Also, the current tanks are not fully enclosed, allowing small animals to enter the tanks and not escape.

The slick-rock dam serves as the primary means of water collection, however, it requires a large precipitation event to be functional. Should a large precipitation not occur, the guzzler will fail to collect water. The slick-rock dam also can collect debris overtime and become clogged and given the remoteness of this guzzler, debris may not be cleared in a timely fashion preventing the collection of water. An addition of a supplemental metal apron would provide reliable water collection, even during a light precipitation events.

This letter serves as the opportunity for the interested public, partners, and state, local, and tribal governments to provide comments on this Proposed Action. Please submit any comments in writing to the above address within 7 days of the date posted on this letter. If you have any questions, please contact Brandon Crosby, Wildlife Biologist at (775) 482-7800 or by email at [bcrosby@blm.gov](mailto:bcrosby@blm.gov).

Sincerely,

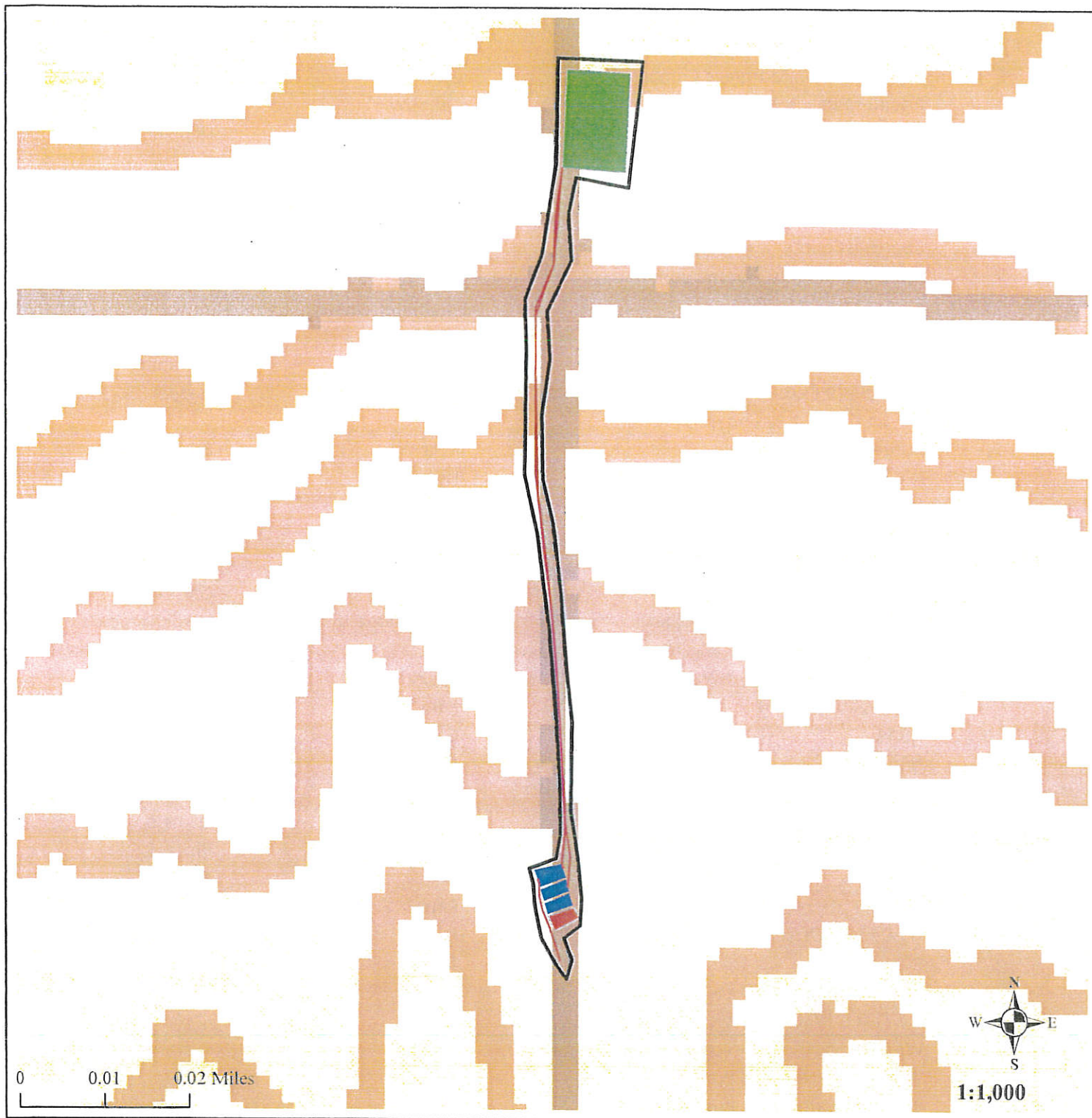


Timothy J. Coward  
Field Manager

Enclosure  
Interested Public  
Maps

American Farm Mortgage Company	Lynn	Ashby
Arlemont Ranch Co. LLC	Timothy	Brown
Badger/Chiara Ranches	Dan/Eddyann	Filippini
Barrick Cortez Inc. Ranches	Doug	Groves
BTZA NV	John	Young
Center for Biological Diversity	Patrick	Donnelly
Churchill County Commissioners		
Esmeralda County Commissioners	Nancy	Boland
Eureka County DNR		
Eureka County DNR	Jim	Baumann
Gandolfo Ranch	William	Gandolfo
Great Basin Resource Watch	John	Hadder
Lander Co Commissioners		
Lander County Planning	Kyla	Bright
N-6 Grazing Board	Henry	Filippini Jr.
Nevada Cattleman's Association	Kaley	Sproul
Nevada Department of Transportation	Steve	Cooke
Nevada Department of Wildlife	Alan	Jenne
Nevada Department of Wildlife	Clint	Garrett
Nevada Department of Wildlife	D. Bradford	Hardenbrook
Nevada Department of Wildlife	Teri	Slatauski
Nevada Department of Wildlife	Moira	Kolada
NightWatch Marine	Pam	Harrington
NRAC	Gary	McCuin
NRAC	Jim	Wise
NRAC	Ken	Conley
NRAC	Leo	Damele
NRAC	Mike	Protani
NRAC	Mike	Rebaleati
NRAC	Paul	Etzler
NV Depart. Of Agriculture	David	Voth
RCI Inc.	John	McClain
Town of Tonopah	James	Eason
U.S Fish & Wildlife Service - Reno		
Western Shoshone Descendants of Big Smokey	Felix	Ike
Western Watersheds Project	Kelly	Fuller
Western Watersheds Project	Scott	Lake
White Mountain Ranch	Leo	Hertz
Wild Horse Education	Laura	Leigh
Wildlands Defense	Katie	Fite
	Glenn	Alexander
	Steven	Carter
	Lorinda	Whitman
	Cathy	Ceci

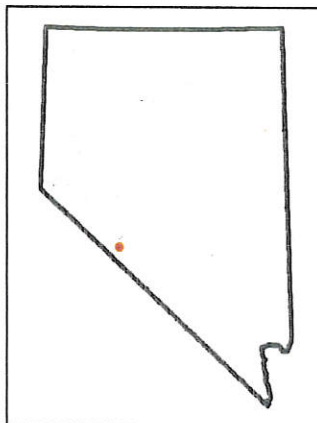




## Volcanic Hills #2 Guzzler Upgrade

### Legend

- |                              |                    |
|------------------------------|--------------------|
| — Volcanic Hills #2 Pipeline | <b>Land Status</b> |
| Construction footprint       | BLM                |
| Apron                        |                    |
| New Tank                     |                    |
| Replacement Tank             |                    |



United States Department of the Interior  
Bureau of Land Management  
Tonopah Field Office  
1553 S. Main St./PO Box 911  
Tonopah, NV 89049

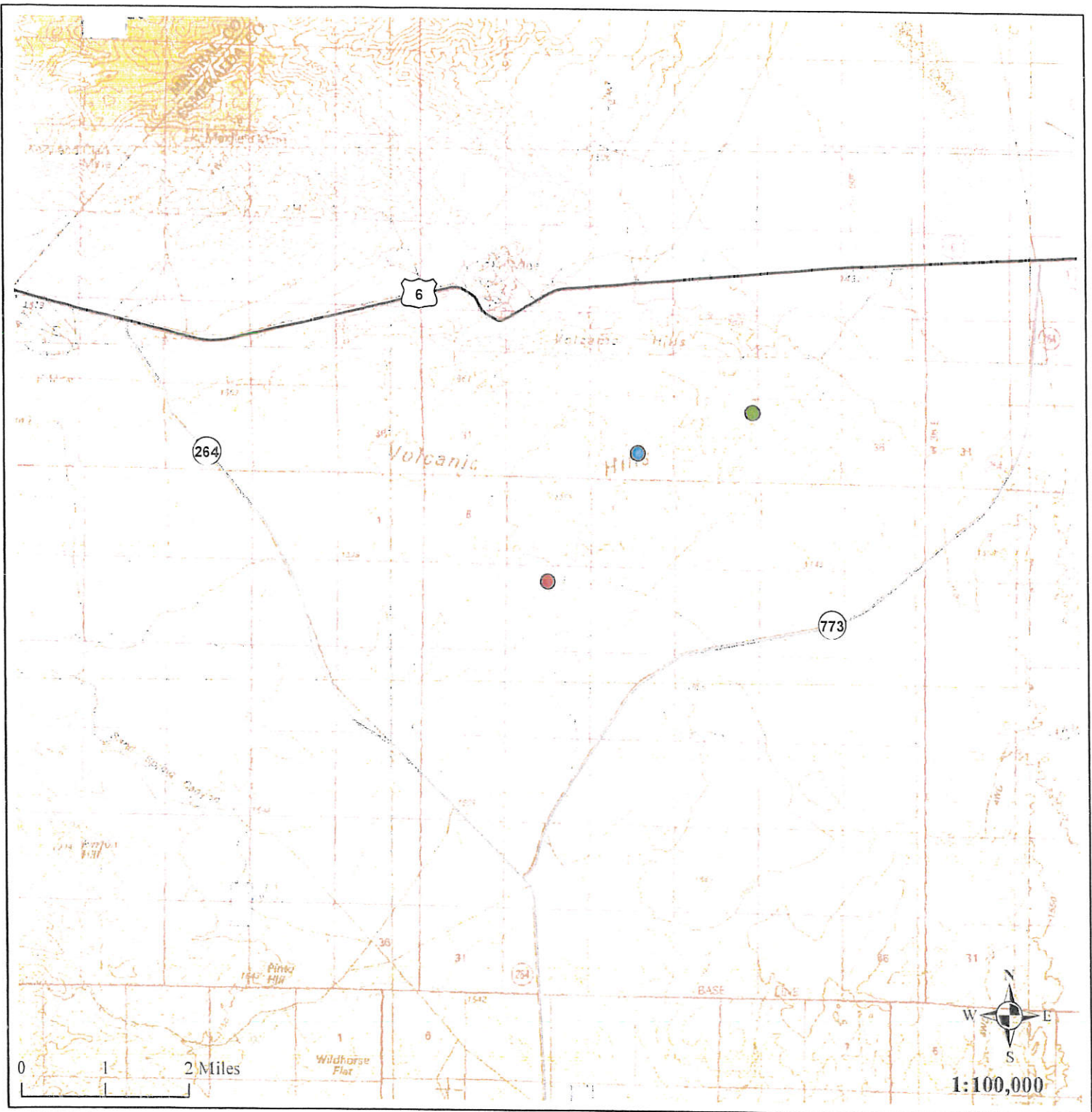


No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



NAD83 UTM ZONE 11N

Map Date 8/9/2018



## Volcanic Hills #2 Guzzler Upgrade Overview

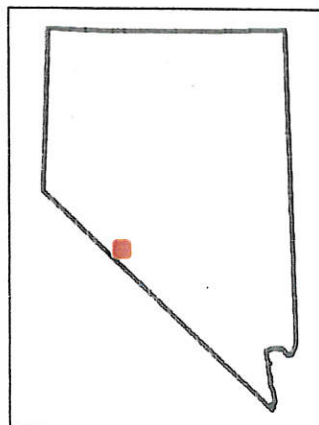
### Legend

#### Guzzler Name

- Volcanic Hills #01
- Volcanic Hills #02
- Helicopter Staging Area

#### Land Status

- BLM
- PVT



United States Department of the Interior  
Bureau of Land Management  
Tonopah Field Office  
1553 S. Main St./PO Box 911  
Tonopah, NV 89049



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual 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.

NAD83 UTM ZONE 11N

Map Date 8/9/2018







# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Tonopah Field Office  
P.O. Box 911 (1553 South Main Street)  
Tonopah, Nevada 89049  
Phone: 775-482-7800 Fax: 775-482-7810  
<https://www.blm.gov/nevada>

In Reply Refer To:  
4160(R595114)

SEP 05 2018

CERTIFIED MAIL 91 7199 9991 7038 5074 0149 RETURN RECEIPT REQUESTED

Matt Flores  
Nevada Department of Wildlife  
4747 Vegas Drive  
Las Vegas, NV 89108

## **PROPOSED DECISION VOLCANIC HILLS #2 (ROBB) BIG GAME GUZZLER UPGRADE**

Dear Matt Flores,

On August 20, 2018 the Bureau of Land Management (BLM) Tonopah Field Office (TFO) consulted, cooperated, and coordinated by means of a Public Consultation Letter sent to Nevada Department of Wildlife (NDOW) and the interested public. It has been determined that the upgrade of the Volcanic Hills #2 (Robb) Big Game Guzzler would be beneficial to desert bighorn sheep in the Volcanic Hills and supports the BLM multiple use mission.

### **BACKGROUND**

The Volcanic Hills are a low dry range without perennial surface water sources located approximately 11 miles west of Coaldale Junction south of U.S. Highway 6, Esmeralda County, Nevada. The area receives on average 7 inches of precipitation a year and lacks reliable natural water sources. The Volcanic Hills is located within the Red Spring Allotment and the Fish Lake Valley Herd Management Area overlaps a portion of the Volcanic Hills on the western bench. However, the guzzler is located outside of the Herd Management Area and is inaccessible to livestock due to rough topography.

Volcanic Hills #2 Guzzler, along with the Volcanic Hills #1 Guzzler were constructed in 1999 by NDOW and NGOs and provide a critical water source for desert bighorn sheep in the area. Both guzzlers went dry following the summer of 2016, when a prolonged period of dry weather failed to recharge the guzzlers. Subsequently, bighorn sheep left the Volcanic Hills in search of water. In 2018, NDOW conducted costly water hauls with a helicopter to guzzler.

The Volcanic Hills #2 guzzler is currently in the same configuration when it was constructed in 1999. It consists of a slick-rock dam that collects water and tanks that store the water. By replacing the existing tanks and adding a tank, the guzzler would have additional water holding capacity to insure the guzzler does not go dry during drought years. Also, the current tanks are not fully enclosed, allowing small animals to enter the tanks and not escape.

The slick-rock dam serves as the primary means of water collection, however, it requires a large precipitation event to be functional. Should a large precipitation not occur, the guzzler will fail to collect water. The slick-rock dam also can collect debris overtime and become clogged and given the remoteness of this guzzler, debris may not be cleared in a timely fashion preventing the collection of water. An addition of a supplemental metal apron would provide reliable water collection, even during a light precipitation events.

It was determined that these modifications and upgrades are needed to allow the Volcanic Hills #2 Guzzler to capture and store water in a more reliable manner.

## **PROPOSED DECISION**

After consideration of the information received by NDOW and the interested public, it is my Proposed Decision to authorize the following modifications and upgrades to the Volcanic Hills #2 Guzzler.

1. Replace three existing 1,800 gallon tanks with three 2,300 gallon tanks in the existing tank pad.
2. Add an additional 2,300 gallon tank to the system.
3. Construct a 40'x 60' supplemental metal apron.
4. Construct a water pipeline between the supplemental apron and the tanks.
5. Retain the existing slick-rock dam, and plumb it into the new tank array.

Materials will be trucked to a previously disturbed staging area, from the staging, materials will be transported to the job site via helicopter. NDOW personnel and volunteers will hike from the staging area to the job site. Disturbance will be kept to a minimum, on the ground disturbance will not exceed 0.24 acres and much of this area will be allowed to recover naturally.

## **RATIONALE**

In arid-land areas, where water is a limiting factor, guzzlers are shown to be effective tool for increasing big game distribution and populations (Roberts, 1977). In areas where natural water sources are scarce or can become limited during a drought event, a guzzlers ability to store water and provide water that will last 12 to 18 months have been shown to be critical for the survival desert bighorn sheep populations (Halloran and Demin, 1958, Dolan, 2006).

## **AUTHORITY**

The authority for this decisions is contained in Title 43 of the Code of Federal Regulations (CFR) under Subpart 4120-Grazing Management and Subpart 4160-Administrative Remedies, which state in pertinent parts:

43 CFR 4120.3-1(a): Range improvements shall be installed, used maintained, and/or modified on the public lands or removed from these lands, in a manner consistent with multiple-use management.

43 CFR 4120.3-1(e): A range improvement permit or cooperative range improvement agreement does not convey to the permittee or cooperator any right, title, or interest in any lands or resources held by the United States.

43 CFR 4120.3-1(f): Proposed range improvement projects shall be reviewed in accordance with the requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4371 *et seq.*). The decision document following the environmental analysis shall be considered the proposed decision under subpart 4160 of this part.

43 CFR 4120.3-2(a): The Bureau of Land Management may enter into a cooperative range improvement agreement with a person, organization, or other government entity for the installation, use, maintenance, and/or modification of permeant range improvements or rangeland development to achieve management or resource condition objectives.

## **PROTEST PROVISIONS**

In accordance with 43 CFR 4160.2, any applicant, permittee, lessee or other interested public may protest the proposed decision under 4160.1 of this title in person or in writing to the authorized officer within 15 days after receipt of such decision. In accordance with 43 CFR 4160.3 (b), upon the timely filing of a protest, the authorized officer shall reconsider her/his proposed decision in light of the protestant's statement of reasons for protest and in light of other information pertinent to the case. At the conclusion of her/his review of the protest, the authorized officer shall serve her/his final decision on the protestant or her/his agent, or both, and the interested public.

In accordance with 43 CFR 4160.3 (a), in the absence of a protest, the proposed decision will become the final decision of the authorized officer without further notice unless otherwise provided in the proposed decision. If the proposed decision were to become the final decision it may be appealed in accordance with the following section.

## **APPEAL PROVISIONS**

In accordance with 43 CFR 4.470 and 4160.4, any applicant, permittee, lessee or other person whose interest is adversely affected by the Final Decision may file an appeal of the Decision. An appellant may also file a petition for stay of the Decision pending final determination on appeal. The appeal and petition for stay must be filed in the office of the authorized officer, as noted above, within 30 days following receipt of the Final Decision, or within 30 days after the date the Proposed Decision becomes final. Within 15 days of filing the appeal and any petition for stay, the appellant also must serve a copy of the appeal and any petition for stay on any person named in the Decision and listed at the end of the Decision, and on the Office of the Solicitor, Pacific

Southwest Region, 2800 Cottage Way, Rm. E-1712, Sacramento, CA 95825-1890 (CFR 4.471(b)).

The appeal must be in writing and state the reasons, clearly and concisely, why the appellant thinks the Final Decision is in error. Other provisions of 43 CFR 4.470 also apply. The BLM does not accept appeals sent by electronic mail. Appeals transmitted by facsimile will be accepted so long as the BLM receives the original document with original signature within 7 days of the receipt of the facsimile transmittal.

A petition for stay, if filed, shall show sufficient justification based on the following standards (43 CFR 4.471(c)):

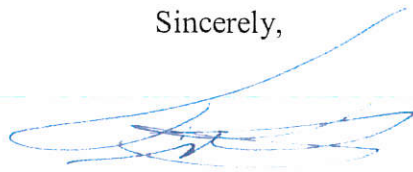
1. The relative harm to the parties if the stay is granted or denied;
2. The likelihood of the appellant's success on the merits;
3. The likelihood of immediate and irreparable harm if the stay is granted; and,
4. Whether the public interest favors granting the stay.

43 CFR 4.471(d) provides that the appellant requesting a stay bears the burden of proof to demonstrate that a stay should be granted.

Any person named in the Decision from which an appeal is taken (other than the appellant) who wishes to file a response to the petition for a stay may file with the Departmental Cases Hearings Division Office of Hearings and Appeals U.S. Department of the Interior 351 South West Temple, Suite 6300 Salt Lake City, Utah 84101, a motion to intervene in the appeal, together with the response, within 10 days of receiving the petition. Within 15 days after filing the motion to intervene and response, the person must serve copies on the appellant, the Office of the Solicitor and any other person named in the Decision (43 CFR 4.471(b)).

At the conclusion of any document that a party must serve, the party or its representative must sign a written statement certifying that service has been or will be made in accordance with the applicable rules and specifying the date and manner of such service (43 CFR 4.422(c)(2)).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy J. Coward', is written over a horizontal dashed line.

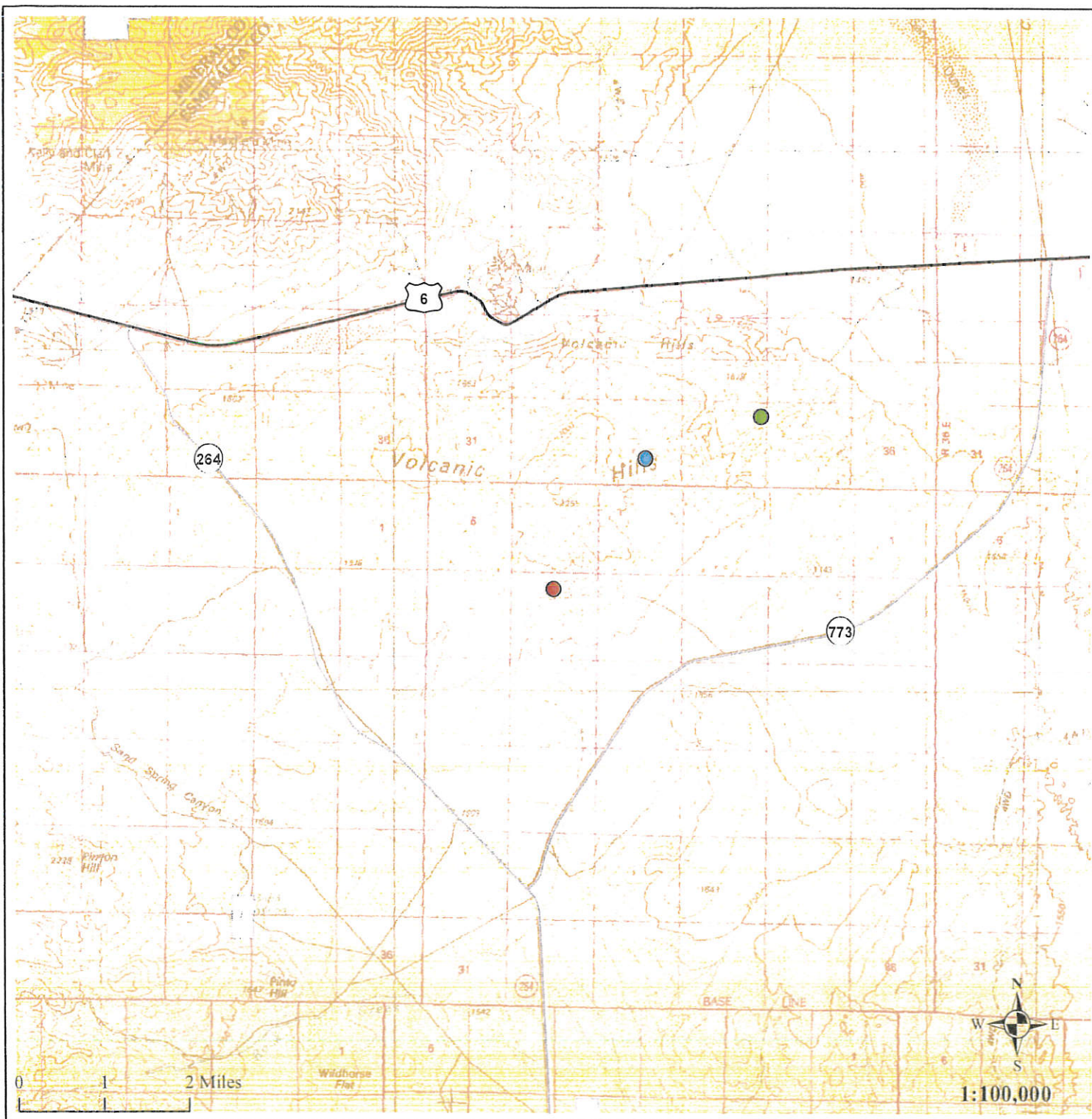
Timothy J. Coward  
Field Manager

Enclosures  
Interested Public  
Maps



Company	First	Last
American Farm Mortgage Company	Lynn	Ashby
Arlemont Ranch Co. LLC	Timothy	Brown
Badger/Chiara Ranches	Dan/Eddyann	Filippini
Barrick Cortez Inc. Ranches	Doug	Groves
BTZA NV	John	Young
Center for Biological Diversity	Patrick	Donnelly
Churchill County Commissioners		
Esmeralda County Commissioners	Nancy	Boland
Eureka County DNR		
Eureka County DNR	Jim	Baumann
Gandolfo Ranch	William	Gandolfo
Great Basin Resource Watch	John	Hadder
Lander Co Commissioners		
Lander County Planning	Kyla	Bright
N-6 Grazing Board	Henry	Filippini Jr.
Nevada Cattleman's Association	Kaley	Sproul
Nevada Department of Transportation	Steve	Cooke
Nevada Department of Wildlife	Alan	Jenne
Nevada Department of Wildlife	Clint	Garrett
Nevada Department of Wildlife	Matt	Flores
Nevada Department of Wildlife	D. Bradford	Hardenbrook
Nevada Department of Wildlife	Teri	Slatauski
Nevada Department of Wildlife	Moir	Kolada
NightWatch Marine	Pam	Harrington
NRAC	Gary	McCuin
NRAC	Jim	Wise
NRAC	Ken	Conley
NRAC	Leo	Damele
NRAC	Mike	Protani
NRAC	Mike	Rebaleati
NRAC	Paul	Etzler
NV Depart. Of Agriculture	David	Voth
RCI Inc.	John	McClain
Town of Tonopah	James	Eason
U.S Fish & Wildlife Service - Reno		
Western Shoshone Descendants of Big Smokey	Felix	Ike
Western Watersheds Project	Kelly	Fuller
Western Watersheds Project	Scott	Lake
White Mountain Ranch	Leo	Hertz
Wild Horse Education	Laura	Leigh
Wildlands Defense	Katie	Fite
	Glenn	Alexander
	Steven	Carter
	Lorinda	Whitman
	Cathy	Ceci





## Volcanic Hills #2 Guzzler Upgrade Overview

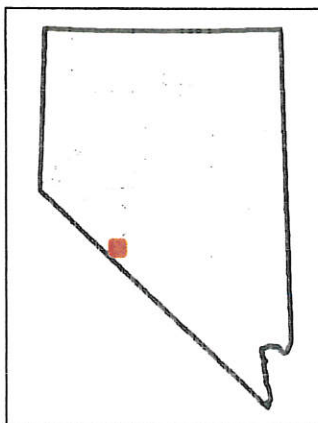
### Legend

#### Guzzler Name

- Volcanic Hills #01
- Volcanic Hills #02
- Helicopter Staging Area

#### Land Status

- BLM
- PVT



United States Department of the Interior  
Bureau of Land Management  
Tonopah Field Office  
1553 S. Main St./PO Box 911  
Tonopah, NV 89049



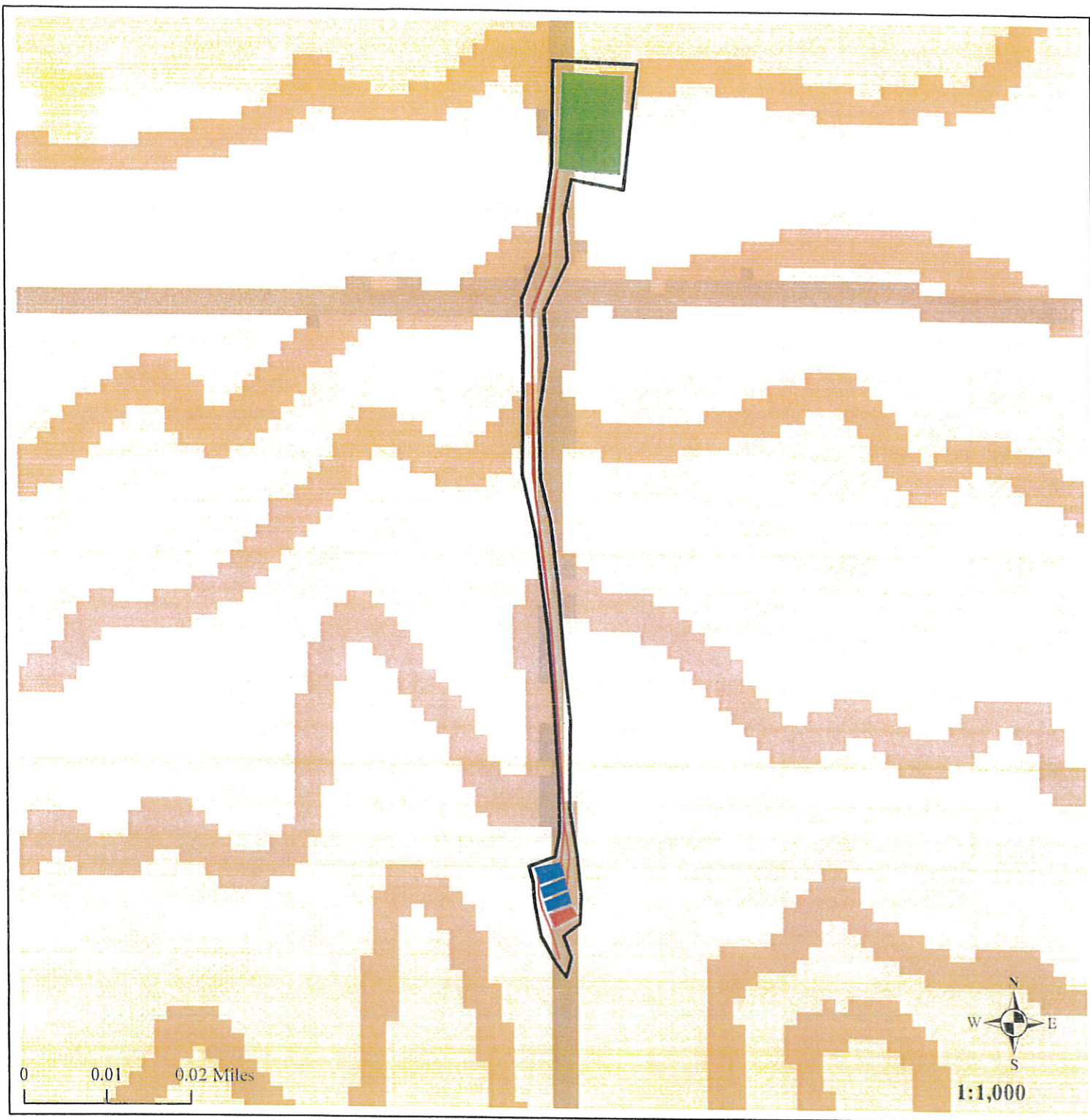
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.



NAD83 UTM ZONE 11N

Map Date 8/9/2018

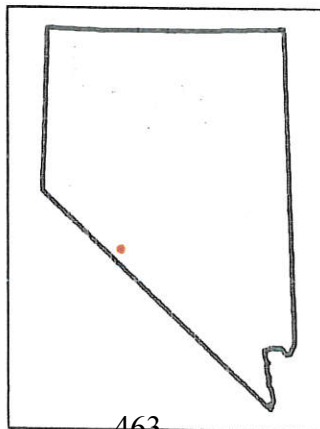




## Volcanic Hills #2 Guzzler Upgrade

### Legend

- |  |                            |                    |
|--|----------------------------|--------------------|
|  | Volcanic Hills #2 Pipeline | <b>Land Status</b> |
|  | Construction footprint     | BLM                |
|  | Apron                      |                    |
|  | New Tank                   |                    |
|  | Replacement Tank           |                    |



463

United States Department of the Interior  
Bureau of Land Management  
Tonopah Field Office  
1553 S. Main St./PO Box 911  
Tonopah, NV 89049



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual 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.



NAD83 UTM ZONE 11N

Map Date 8/9/2018



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Mount Lewis Field Office  
50 Bastian Road  
Battle Mountain, Nevada 89820  
Phone: 775-635-4000 Fax: 775-635-4034  
[www.blm.gov/nevada](http://www.blm.gov/nevada)

In Reply Refer To:  
3809 (NVB0100)  
NVN-096610  
DOI-BLM-NV-B010-2018-0038-EA

SEP 04 2018

Dear Interested Public:

Pursuant to the National Environmental Policy Act (NEPA) and Council on Environmental Quality regulations for implementing NEPA, the Bureau of Land Management (BLM) Mount Lewis Field Office (MLFO) has prepared an Environmental Assessment (EA) DOI-BLM-NV-B010-2018-0038-EA which analyzes the impacts of the Gold Bar Exploration Project (Proposed Action). McEwen Mining, Inc. (MMI) submitted an Exploration Plan of Operations (Plan) which includes the exploration activities on the Gold Bar claim block immediately outside of the Gold Bar Mine project boundary.

Review of the Plan by the BLM under the Surface Management Regulations has concluded that the approval of the Proposed Action would not constitute a major federal action since the Proposed Action would not have significant effects on the human and natural environment. Consequently, the BLM has determined that an EA would be prepared for the Proposed Action to fulfill its NEPA requirements.

The Proposed Action is located approximately 30 miles northwest of Eureka in the southern Roberts Mountains in Eureka County, Nevada.

The EA will be available for a 30-day public comment period. Comments will be accepted until Friday, October 5, 2018. Written comments on this EA will be accepted in the following ways:

Email: [blm\\_nv\\_bmfo\\_mlfo\\_gold\\_bar\\_project\\_eis@blm.gov](mailto:blm_nv_bmfo_mlfo_gold_bar_project_eis@blm.gov)

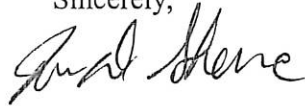
Mail: Attn: Gold Bar Exploration Project Manager  
50 Bastian Road  
Battle Mountain, NV 89820

The EA and associated Resource Reports can be viewed and downloaded from BLM's ePlanning site located here: <https://go.usa.gov/xPqfJ>

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

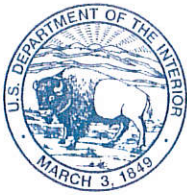
If you have any questions or wish to obtain a hard copy of this document, please contact Christine Gabriel, Project Manager, at the above address or at 775-635-4000.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon D. Sherve". The signature is fluid and cursive, with the first name "Jon" and last name "Sherve" clearly distinguishable.

Jon D. Sherve  
Field Manager  
Mount Lewis Field Office





# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

<http://www.blm.gov/nv>

In Reply Refer To:

3809 (NVB0100)

NVN-067930 (12-1A)

DOI-BLM-NV-B010-2016-0009-EIS

SEP 05 2018

Dear Interested Parties,

The Bureau of Land Management, Mount Lewis Field Office (MLFO) has completed its analysis of Newmont USA Limited's (Newmont) Greater Phoenix Project (Project), an open pit gold and copper mine approximately 12 miles southwest of Battle Mountain in Lander County, Nevada.

The Record of Decision (ROD) was signed on September 5, 2018 and selects the Proposed Action as the agency preferred alternative. The ROD allows operations to begin.

The Project expands current operations, which are located on public land administered by the BLM as well as private land, and would consist of open pits, heap leach facilities, waste rock facilities, tailings storage facility, and ancillary facilities. The proposed Project would increase total surface disturbance by 3,497 acres – from 8,374 to 11,871 acres. The FEIS analyzes impacts to affected resources including water, air quality, vegetation, wildlife, and other resources. Newmont would continue to employ the existing workforce of approximately 500 employees for the construction, operation, reclamation, and closure of the proposed expansion, which is anticipated to extend the mine life by approximately another 23 years from 2040 to 2063.

The EIS, ROD, and other relevant documents have been made available at <https://go.usa.gov/xQDYJ>. For any questions or concerns regarding the FEIS, please contact Christine Gabriel, BLM Project Manager, at (775) 635-4000.

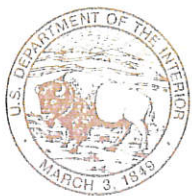
Sincerely,

Jon D. Sherve

Field Manager

Mount Lewis Field Office





# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

[www.blm.gov/nevada](http://www.blm.gov/nevada)

In Reply Refer To:

3809 (NVB0100)

NVN-067930 (12-1A)

DOI-BLM-NV-B010-2016-0009-EIS

**AUG 20 2018**

Dear Interested Public:

In the recent issuance of the Greater Phoenix Mine Final Environmental Impact Statement (FEIS), the BLM was not explicit in selecting the agency preferred alternative.

This letter is to inform you that the BLM preferred alternative is the Proposed Action, as described and analyzed in the FEIS.

The Record of Decision, which will be issued after the review and waiting period, will reiterate the BLM preferred alternative and the rationale for choosing it.

The 30-day review and waiting period which began on August 3, 2018 with the publication of the Notice in the *Federal Register* and will end on September 3, 2018, at which time the ROD will be issued. The ROD will be posted to the ePlanning project site here:

<https://go.usa.gov/xQDYJ>. For any questions or concerns regarding the FEIS, please contact Christine Gabriel, BLM Project Manager, at (775) 635-4000.

Sincerely,

Jon D. Sherve

Field Manager

Mount Lewis Field Office



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

STATE OF NEVADA  
Department of Conservation & Natural Resources

## NOTICE OF INTENT - Bureau of Mining Regulation and Reclamation

Web Posting: 08/22/2018

Deadline for Comments: 09/24/2018

The Administrator of the Division of Environmental Protection (Division) gives notice that an application for a modification to the Reclamation Permit for the **Phoenix Mine Project** has been properly filed with the Division in Carson City. The applicant for the major modification to **Permit 0223** (Permit) is:

**Newmont USA Ltd.  
P.O Box 1657  
Battle Mountain, NV 89820**

This project is located within Lander County and in Portions of Sections 1-5, 8-11, and 14-22 of Township 30 North, Range 43 East; Sections 15, 16, 20-23, 25-29, and 32-36, of Township 31 North, Range 43 East Mount Diablo Baseline and Meridian; approximately twenty miles south of the Battle Mountain, Nevada community. This major modification creates the Greater Phoenix Project with a Life-of-Mine disturbance increase to total 12,243 acres on both private and public land, extending the mine life by 23 years to year 2063. Major mine component expansions are proposed for the Phoenix Pit, waste rock facilities, and tailings storage facilities thru the Life-of-Mine development and includes lime amended pit lake waste rock backfill thru Phase IV mine development. Proposed future mine development includes perpetual pit lake treatment. The Administrator is constrained to issue the Reclamation Permit or to deny the application. The Administrator has made the tentative decision to issue the reclamation permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation in the Permit, or who request a public hearing pursuant to Nevada Administrative Code (NAC) 519A.190, must submit their written comments, objections, or requests by hand delivery, facsimile, e-mail transmittal or US Postal Service, no later than 5:00PM on September 24, 2018 to:

Nevada Division of Environmental Protection  
Bureau of Mining Regulation and Reclamation  
901 S. Stewart St. Ste. 4001  
Carson City, NV 89701-5249

All comments, objections or requests received during the public notice period will be considered in the final determination regarding this revised Permit. If the Division determines written comments or requests are reasonable and indicate a significant degree of public interest

in this matter, the Administrator shall schedule a public hearing in accordance with the requirements of NAC 519A.200.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statutes Chapter 239.010. For more information contact Todd Suessmith at (775) 687-9412, or visit the Bureau of Mining Regulation and Reclamation public notice website at <https://ndep.nv.gov/posts/category/land>.

STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF ENVIRONMENTAL PROTECTION  
BUREAU OF MINING REGULATION AND RECLAMATION  
RECLAMATION PERMIT

---

**PERMITTEE:** Newmont USA Ltd.  
P.O. Box 1657  
Battle Mountain, Nevada 89820

**PROJECT NAME:** Greater Phoenix

**PROJECT LOCATION:** Portions of Sections 1-5, 8-11, and 14-22, Township 30 North, Range 43 East; and Sections 15, 16, 20-23, 25-29, and 32-36, Township 31 North, Range 43 East; Mount Diablo Baseline and Meridian, Lander County, Nevada

**PERMIT NUMBER:** 0223                      **BLM CASE NUMBER:** N-067930

**PROJECT TYPE:** Copper-Gold Mine                      **AMENDMENTS:** None

Pursuant to Nevada Revised Statutes (NRS) 519A.010 to 519A.280, inclusive, and regulations promulgated thereunder by the State Environmental Commission as Nevada Administrative Code (NAC) 519A.010 to 519A.415, inclusive, and implemented by the Division of Environmental Protection (hereinafter the Division), this permit authorizes **Newmont USA Ltd.** to reclaim the **Greater Phoenix Project** consistent with the conditions of this permit and the reclamation plan dated, June 2018, *Phoenix Mine Plan of Operations for the Greater Phoenix Project*.

This permit is effective as of the ## day of Month (*date of NOFD + 15 days*) 2018, and upon receipt by the Division of an acceptable surety, or verification from the federal land management agency that satisfactory surety has been posted. A surety is required by NAC 519A.350 prior to engaging in the activities authorized by this permit. Unless it is modified, suspended or revoked by the Division, this permit is valid for the life of the project. The permit will not now or in the future serve as a determination of ownership or the validity of any mining claim to which it might relate.

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

Issued this ## day of Month 20XX. (*date on NOFD*)

---

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

# RECLAMATION PERMIT

NO. 0223

## PERMIT LIMITATIONS AND REQUIREMENTS:

### 1. Permitted Disturbances

A. Disturbance Acreage Table: All disturbances are located on private lands and/or public lands administered by the Bureau of Land Management.

Component	Phase 4			Life-of-Mine		
	Private	Public	Total	Private	Public	Total
<b>Post Reclamation Pit Highwalls<sup>1</sup></b>						
Midas <sup>2</sup>	-	-	-	-	-	-
Phoenix <sup>2</sup>	-	-	-	-	-	-
Reona <sup>2</sup>	-	-	-	-	-	-
Iron Canyon	31	1	32	20	-	20
Sunshine Pit (Copper Canyon)	-	20	20	-	20	20
Phoenix Pit NOUA Expansion <sup>2</sup>	-	-	-	-	-	-
Greater Phoenix Pit <sup>4</sup>	1344	568	1912	792	467	1259
<b>Subtotal</b>	<b>1375</b>	<b>589</b>	<b>1964</b>	<b>812</b>	<b>487</b>	<b>1299</b>
<b>Pit Backfill Facilities<sup>1,3</sup></b>						
Midas Pit Backfill	-	-	-	-	-	-
Phoenix Pit Backfill	-	-	-	-	-	-
Reona Pit Backfill	-	-	-	-	-	-
Iron Canyon Pit Backfill	-	-	-	47	25	72
Minnie	-	-	-	-	-	-
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47</b>	<b>25</b>	<b>72</b>
<b>Stockpiles</b>						
Fortitude <sup>5</sup>	-	-	-	-	-	-
Ore Stockpile	27	-	27	27	-	27
<b>Subtotal</b>	<b>27</b>	<b>0</b>	<b>27</b>	<b>27</b>	<b>0</b>	<b>27</b>
<b>Waste Rock Facilities (WRF)</b>						
Iron Canyon North	50	39	89	50	39	89
Iron Canyon South	85	30	115	85	30	115
Iron Canyon East	12	75	87	12	75	87
Box Canyon <sup>6</sup>	26	151	177	2	144	146
Butte Canyon	2	25	27	2	25	27
Philadelphia Canyon <sup>6</sup>	384	105	489	359	95	454
Natomas <sup>7,8,9,10</sup>	282	705	987	400	944	1344
North Fortitude <sup>6</sup>	10	4	14	9	5	14
North Optional Use Area <sup>11</sup>	-	-	-	-	-	-
Sunshine Waste (Copper Canyon)	-	20	20	-	20	20
South Canyon Waste (Copper Canyon) <sup>6</sup>	-	-	-	-	-	-
Bonanza In-Pit (Surface Portion)	40	45	85	40	45	85
<b>Subtotal</b>	<b>891</b>	<b>1199</b>	<b>2090</b>	<b>959</b>	<b>1422</b>	<b>2381</b>



# RECLAMATION PERMIT

NO. 0223

## PERMIT LIMITATIONS AND REQUIREMENTS:

Component	Phase 4			Life-of-Mine		
	Private	Public	Total	Private	Public	Total
<b>In-Pit Waste Rock Facilities</b>						
Fortitude In-Pit	-	-	-	84	6	90
Bonanza In-Pit (In-Pit Portion)	-	-	-	464	99	563
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>548</b>	<b>105</b>	<b>653</b>
<b>Tailings Facilities</b>						
Tailings Area # 1	547	274	821	547	274	821
Tailings Area # 2	182	87	269	182	87	269
Tailings Area # 3 (Gold Tailings Copper Canyon) <sup>12</sup>	303	-	303	-	-	-
Tailings Expansion	-	-	-	830	1277	2107
<b>Subtotal</b>	<b>1032</b>	<b>361</b>	<b>1393</b>	<b>1559</b>	<b>1638</b>	<b>3197</b>
<b>Closure and Reclamation Stockpiles</b>						
Section. 4 (Adjacent Natomas Waste)	-	14	14	-	14	14
Section 4 (within Tailings Facilities Borrow Area)	-	9	9	-	9	9
Section 28 (adjacent Reona Pit) <sup>13</sup>	-	13	13	-	9	9
Reona Growth Media <sup>14</sup>	4	8	12	-	-	-
Section 10 (south-east. of tailings excluding stockpile)	-	13	13	-	13	13
<b>Subtotal</b>	<b>4</b>	<b>57</b>	<b>61</b>	<b>0</b>	<b>45</b>	<b>45</b>
<b>Other</b>						
Section 15 Borrow Area <sup>15</sup>	123	3	126	95	-	95
Section 16 Borrow Area <sup>15</sup>	-	128	128	-	99	99
Borrow Area adjacent to Tailings Facilities excluding stockpile <sup>15</sup>	176	52	228	45	22	67
Clay Borrow Area <sup>10</sup>	463	6	469	468	820	1288
Closure Borrow Area <sup>4</sup>	-	-	-	310	173	483
Ancillary Facility A <sup>16</sup> (previously Ancillary Facilities, Cu Canyon & Ancillary Facilities)	-	-	-	-	-	-
Ancillary Facility B (previously Office Area)	-	30	30	-	30	30
Ancillary Facility C <sup>17</sup> (includes roads)	61	72	133	-	-	-
Phoenix HLF <sup>18</sup>	200	336	536	274	341	615
Reona (Gold) Heap Leach Facility (HLF)	122	29	151	303	168	471
Reona Event Pond <sup>14</sup>	3	-	3	-	-	-
New Phoenix Mill Area & Ancillary Facilities <sup>19</sup>	61	18	79	31	-	31
Section 5 Class III Waivered Landfill	103	-	103	103	-	103
Solid Waste Landfill (Section 3) <sup>20</sup>	11	-	11	-	-	-
Exploration	25	25	50	25	25	50
Section 5 Optional Use Area <sup>21</sup>	257	38	295	189	28	217
South Optional Use Area	-	306	306	-	306	306
Utility Corridor <sup>22</sup>	2	11	13	1	11	12

# RECLAMATION PERMIT

NO. 0223

## PERMIT LIMITATIONS AND REQUIREMENTS:

Component	Phase 4			Life-of-Mine		
	Private	Public	Total	Private	Public	Total
Utility and Haul Road Corridor	55	61	116	55	61	116
Haul Roads <sup>23,24</sup>	56	8	64	-	-	-
Haul Roads Area E (Copper Canyon)	8	18	26	8	7	15
Copper Canyon Evaporation Pond (Copper Canyon)	-	3	3	-	3	3
Iron Launder Plant (Copper Canyon)	-	2	2	-	2	2
Canyon Placer Tailings Thickener (Copper Canyon)	-	1	1	-	1	1
Office Area (Copper Canyon)	-	2	2	-	2	2
Iron Canyon Surge Ponds & Diversion Structures (Copper Canyon)	3	-	3	3	-	3
Reona Process Facilities (Copper Canyon)	11	-	11	11	-	11
Tailings Pipeline and Ditch (Copper Canyon)	7	4	11	3	-	3
Copper Leach Collection System (Copper Canyon)	1	-	1	1	-	1
Solid Waste Disposal Area (Copper Canyon)	3	-	3	3	-	3
Section 31 Agricultural Area	510	-	510	510	-	510
<b>Subtotal</b>	<b>2261</b>	<b>1153</b>	<b>3414</b>	<b>2438</b>	<b>2099</b>	<b>4537</b>
<b>Total Disturbance All Categories<sup>25</sup></b>	<b>5590</b>	<b>3359</b>	<b>8949</b>	<b>6390</b>	<b>5821</b>	<b>12211</b>
Willow Creek County Road Reroute	23	4	27	23	4	27
Buffalo Valley Power Line	2	1	3	2	1	3
Philadelphia Canyon Power Line	1	1	2	1	1	2
<b>Subtotal<sup>26</sup></b>	<b>26</b>	<b>6</b>	<b>32</b>	<b>26</b>	<b>6</b>	<b>32</b>
<b>Total Disturbance All Categories</b>	<b>5616</b>	<b>3365</b>	<b>8981</b>	<b>6416</b>	<b>5827</b>	<b>12243</b>

<sup>1</sup> The total proposed area of disturbance of each pit is obtained by adding the post-reclamation pit highwall area with the pit backfill facility area.

Because backfill is not included in initial phases, the pit disturbance amount may exceed the Life-of-Mine pit amount, but is less than pit highwall plus pit backfill amounts.

<sup>2</sup> Miidas, Phoenix, Reona and Phoenix Pit NOUA Expansion will be incorporated into the Greater Phoenix Pit expansion.

<sup>3</sup> Pit Backfill acreage has been removed from the Phase 4 disturbance table per the GPP PoO/reclamation plan. However, should a project forfeiture occur during Phase 4

The agencies would elect to backfill the Fortitude and South Bonanza pit areas with amended lime backfill to 40 feet above the predicated or actual water table.

<sup>4</sup> Added as part of Greater Phoenix Project.

<sup>5</sup> Fortitude stockpile reduction is associated with the Greater Phoenix Pit expansion.

<sup>6</sup> Iron Canyon South, Box Canyon, Philadelphia Canyon, North Fortitude and South Canyon Waste (Cu Canyon) acreage reduction is result of the Greater Phoenix Pit expansion.

<sup>7</sup> Includes 2.3 acres of disturbance for the bioremediation cell.

<sup>8</sup> The SX-EW Beneficiation Facility and a portion of the proposed haul road / utility corridor would be located within the area permitted for the Natomas WRF.

<sup>9</sup> A portion of the northern Natomas WRF will be reduced due to the Greater Phoenix Pit expansion.

<sup>10</sup> Expanded as part of the Greater Phoenix Project.

<sup>11</sup> The entire North Optional Use Area will remain bonded as a WRF until the Phoenix Pit expansion is complete, however disturbance acreage has been removed.

<sup>12</sup> Tailings Area #3 acreage reduction is associated with the Greater Phoenix Tailings Expansion.

<sup>13</sup> Section 28 (adjacent Reona Pit) Closure and Reclamation Stockpile acreage reduction is associated with the Greater Phoenix Pit expansion.

<sup>14</sup> Reona growth media stockpile and Reona event pond are consumed by leach pad in future phases.

<sup>15</sup> Section 15 and Section 16 Borrow Areas and Borrow Area adj. Tailings acreage reduction is associated with the Greater Phoenix Tailings expansion.

<sup>16</sup> Ancillary Facility A acreage consumed by Greater Phoenix Pit expansion.

<sup>17</sup> Ancillary Facility C acreage reduction the result of the Greater Phoenix Pit expansion.

<sup>18</sup> Of the 536 acres of disturbance, 395 acres would be heap leach pad, 10 acres would be process ponds, 75 acres would be for future E-pond, and 56 acres would be for storage of equipment and materials.

---

---

**PERMIT LIMITATIONS AND REQUIREMENTS:**

<sup>19</sup> Includes mill area, office area, mine and mill maintenance area, parking lot, clear water pond, lab, and security building.

<sup>20</sup> Consumed in future phases by tailings and leach pad.

<sup>21</sup> New surface disturbance would occur from the development of Proposed Action Facilities.

<sup>22</sup> Paved Philadelphia Canyon Access Road acres are included in the Utility Corridor line item and called out separately as own line item under Buildings and Foundation in the RCE.

<sup>23</sup> Consumed in future phases by other facilities such as WRFs.

<sup>24</sup> Haul Roads were re-evaluated and reduced to 64 acres by identifying roads that are on or have been consumed by other facilities.

<sup>25</sup> Total acreage of disturbance inside the Phoenix Mine boundary.

<sup>26</sup> Total acreage of disturbance associated with rights-of-way outside the Phoenix Mine boundary (not included for bonding purposes).

B. Drill holes will be plugged in accordance with the provisions specified in Chapter 534 of the Nevada Administrative Code. All drill hole cuttings, grout, and fluids shall be contained in sumps constructed at the drill sites. No more than ten (10) drill holes will remain unplugged at any one time.

**2. Departure from Approved Plan for Reclamation**

A. Except in the case of an emergency, the operator may not depart from the approved plan for reclamation without a modification approved by the Division.

B. When an operator submits an amended plan of operation to the federal agency, a copy shall also be filed with the Division.

**3. Fees**

A. On or before April 15 of each year submit the fees as required by NAC 519A.235.

B. On or before April 15 of each year submit the fees as required by NRS 519A.260.

**4. Reports**

A. On or before April 15 of each year, the operator shall submit a report (NRS 519A.260), in a format specified by the Division, relating to the status and production of the operation and identifying each acre of land affected and land reclaimed by the operation.

**5. Project Completion, Abandonment or Suspension of Work**

A. The Division shall be notified in writing within ninety (90) days after an operation is complete or abandoned. The notice must state the date on which the activities for reclamation will begin as specified in NAC 519A.320.

B. The Division shall be notified in writing within ninety (90) days after work is

---

---

**PERMIT LIMITATIONS AND REQUIREMENTS:**

suspended at the operation for more than one-hundred-twenty (120) days. The notice must state the nature and reason for the suspension; the anticipated duration of the suspension; and any event which would reasonably be expected to result in either the resumption of activities or the abandonment of the operation. The operator is not required to notify the Division of a temporary closure caused by weather conditions.

**6. Surety**

A. The Division and appropriate federal land management agency(s) shall review the estimate of the cost for reclamation submitted by the operator and determine if the estimate is adequate or reasonably sufficient to complete all required reclamation.

B. The operator shall file and maintain an acceptable surety as specified in NAC 519A.350 to ensure that reclamation will be completed. The surety amount will be based on the approved cost for reclamation.

C. Within three (3) years after the effective date of this permit and at least every three (3) years thereafter, the operator shall submit to the Division and the appropriate federal land management agency(s) an updated estimate of the cost for reclamation to determine whether the surety amount is still adequate to execute the approved reclamation plan. Inflation must be considered.

D. The Division and the appropriate federal land management agency(s) may approve release of surety either in whole or in part at the request of the operator. The operator must provide documentation on reclamation work completed and/or stages of process fluid stabilization completed before any portion of the surety may be released. (See Attachment A)

E. Release of the surety amount for reclamation of a specific component or discrete part of a disturbance does not release the operator from liability for reclamation of that component of disturbance should the reclamation fail to meet the requirements of this permit.

**7. Inspection of Exploration Project and/or Mining Operation**

A. The operator shall allow authorized representatives of the Division, and the appropriate federal land management agency(s) to inspect the operation, during normal business hours, to determine compliance with the terms and conditions of this permit and the status of reclamation activities.

---

**PERMIT LIMITATIONS AND REQUIREMENTS:****8. Notice of Noncompliance/Suspension or Revocation of Permit**

- A. A notice of noncompliance may be issued by the Division if an operator fails to comply with the provisions of NAC 519A.010 to 519A.415, inclusive; Chapter 519A of NRS; or an approved plan for reclamation.
- B. The Division may suspend or revoke this permit if the operator does not resolve the noncompliance or agree to a corrective plan of action approved by the Division.
- C. The surety posted by the operator may be forfeited if the permit is suspended or revoked, or the operator ceases to conduct business in the State of Nevada and does not transfer the permit to a new operator.

**9. General Requirements**

- A. The operator shall maintain a copy of this permit and all modifications at the permitted project or operation at all times.
- B. The provisions of this permit are severable. If any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this permit, shall not be affected.
- C. Any noncompliance with this permit shall be reported orally to the Division within forty-eight (48) hours of the time the operator has knowledge of the circumstances. A written summary shall be provided within ten (10) days after the oral report is made.
- D. Any changes in the operator's name or address shall be reported within ten (10) days to the Division in writing, and must indicate the permit number and appropriate changes.
- E. Any changes in Corporation/Partnership/Proprietorship name, officers, or address shall be reported within ten (10) days to the Division in writing, and must indicate the permit number and appropriate changes.
- F. The operator shall meet the revegetation standards as set forth in Attachment B.
- G. An operator who initiates reclamation activities prior to meeting chemical stabilization (closure) requirements will be responsible to provide a surety for and to repair any reclaimed areas which may be re-affected by closure activities.



---

---

PERMIT LIMITATIONS AND REQUIREMENTS:

H. The operator shall provide an "as-built" map annually, **on or before April 15<sup>th</sup> of each project year**, which accurately depicts locations of drill roads and drill pads, including breakdown of lengths and widths of disturbed areas. The "as-built" information shall reflect site conditions as of December 31st of the previous calendar year and shall state what methods were utilized to verify disturbance sizes and acreages.

**10. Schedule of Compliance**

A. The permittee shall achieve compliance in accordance with the following schedule:

1. Within thirty days of permit issuance, revise the PoO text to clearly state the commitment by NUSAL to amend the in-pit Waste Rock Facilities with lime during construction and covering the completed WRFs with five feet of cover. (Page 26, Section 4.2 Waste Rock Facilities).
2. Within thirty days of permit issuance revise the PoO and/or reclamation plan to ensure the PoO and reclamation plan contains the same amount of monitoring wells and production wells. (PoO Page 39, Section 3W Description of Well Abandonment Procedures) (Reclamation Plan Page 28, Section 4.13 Monitoring and Production Wells).
3. Within thirty days of permit issuance revise the PoO text to clarify in the early phases, agricultural cropping would occur at the private Section 31 agricultural area until the time the existing tailings storage facility is closed and available for the cropping activity.
4. Within six months of permit issuance NUSAL will submit to BMRR and the BLM a complete stand alone PoO/reclamation plan that incorporates the relevant portions of the original PoO/reclamation plan and major and minor modifications including, but not limited to, the Copper Leach Amendment, NOUA/Philadelphia Canyon WRF expansion modification.

Permit Modification History:

Date (signed by Chief):

**ATTACHMENT A**  
**FOR MINING OPERATIONS**

**DOCUMENTATION OF RECLAMATION ACTIVITIES FOR SURETY RELEASE**

An operator may request surety release in accordance with applicable State and Federal regulations. The following documentation must be submitted simultaneously to the Nevada Division of Environmental Protection and the federal land management agency prior to the agencies conducting a site inspection:

1. Map(s) clearly identifying the area, noting specific treatments and sampling locations (as applicable).
2. Description of the following activities:

**Earthwork:**

- ◆ The number of acres regraded and/or ripped.
- ◆ Final slope angles left after regrading.
- ◆ Methodology used to check final slope angles (e.g., clinometer, transit, etc.).
- ◆ The number of acres that received topsoil/growth medium.
- ◆ Depth and source of topsoil/growth medium and application method.
- ◆ Dates of initiation and completion of activities.

**Revegetation Activities:**

- ◆ The number of acres that were seeded and/or planted.
- ◆ Seed bed preparation methods utilized.
- ◆ Seeding/planting methods used (e.g., broadcast seeding, etc.).
- ◆ Provide information on how seed was covered.
- ◆ Seed mix and seeding rate; document by maintaining seed tags and any testing results (PLS, germination, noxious weeds, etc.).
- ◆ If applicable, the number of acres that received fertilization, mulch or amendments.
  - ▶ Fertilizer (N-P-K, type, application rate, application method).
  - ▶ Mulches and soil amendments (type, application rate, and application method).
  - ▶ Date of initiation and completion of activities.

**Final Revegetation Sampling:**

- ◆ Adjacent representative vegetation type or range site description (baseline data).
- ◆ Sampling method (e.g., line intercept).
- ◆ Number of samples taken (disturbed and adjacent representative sites).
- ◆ Statement of methodology demonstrating sample size, adequacy and how the locations of sampling sites were determined.
- ◆ Results of sampling (copy of sampling worksheet) for disturbed and representative areas. Indicate all perennial species located.
- ◆ Dates of sampling.

**Other Reclamation Activities** such as; structure and debris removal, safety feature installation, erosion control treatment, equipment removal or other permit requirements.

**3. Interim Fluid Management (IFM) and Process Fluid Stabilization (PFS) Bond Release:**

When the closure process of a heap leach pad (HLP) and/or tailings storage facility (TSF) is undertaken in a controlled manner by the operator, release of the project bond IFM and PFS amounts may occur at the following phases/intervals of the closure process:

- ◆ IFM – when evaporation (E) or evapotranspiration (ET) cells have been constructed and the steady state drain-down of process fluids can be managed entirely within the E/ET cells;
  - ◆ PFS Phase I – recirculation of excess process fluids is no longer required and demonstration can be made that only active evaporation of process fluids is required;
  - ◆ PFS Phase II – the process fluid drain-down rate is less than evaporation rate and demonstration can be made that process fluids can be managed without active evaporation, conversion of process pond(s) to E/ET cells has been completed, and the cover system on the HLP and/or the TSF has been constructed;
  - ◆ PFS Phase III – drain-down managed entirely within the E/ET cells, demonstration is made that E/ET cells have functioned without overtopping for a minimum of 5 years;
  - ◆ PFS Evaporation Costs – at completion of PFS (costs include evaporation equipment and power costs).
4. For bond reduction, an operator must provide detailed calculation of the surety amount proposed for release. This calculation should also show the surety amount required for the remaining reclamation work to be completed, and/or remaining PFS activities.
5. Prior to release, a field inspection is required to verify that reclamation has been performed in accordance with the approved reclamation plan and permit.

## ATTACHMENT B

### NEVADA GUIDELINES FOR SUCCESSFUL REVEGETATION FOR THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION, THE BUREAU OF LAND MANAGEMENT AND THE UNITED STATES FOREST SERVICE

#### MINING OPERATIONS

##### 1. Reclaimed Desired Plant Communities (RDPC) for Mining Operation Disturbances

Reclamation goals for mining disturbances are: 1) stabilize the site, and 2) establish a productive community based on the applicable land use plan and designated post-mining land uses. To meet these goals, a *Reclaimed Desired Plant Community* (RDPC) should be selected for use on the disturbed mine sites.

The RDPC is defined as:

A perennial plant community established on a disturbed site which contributes to stability through management and land treatment, and which produces that type and amount of vegetation necessary to meet or exceed both the land use and activity plan objective established for the site.

Several RDPCs may be selected based on site-specific revegetation goals and variable site characteristics for the mining disturbances. When selecting RDPCs, major alterations in reconstructed soils and the subsequent effect of this on the site's capability to establish and sustain the desired vegetation must be considered. A RDPC must have a reasonable chance for success when making the selection.

The plant community for the RDPC should be diverse, and when appropriate for the site should include grasses, forbs, shrubs and/or trees. The RDPC shall be comprised of species native to the area, or introduced species where the need is documented for inclusion to achieve the approved post-mining land use. The RDPC must meet the requirements of applicable State and Federal seed, poisonous and noxious plants, and introduced species laws or regulations. All RDPCs must be approved by the agencies. Plants for RDPCs may be selected using one or more of the following methods:

- ◆ Select existing vegetation types around the mine site to represent the varied RDPCs.
- ◆ Use test plots, demonstration areas, or areas concurrently reclaimed within the minesite or within similar representative areas from adjacent mines to serve as the RDPCs as long as they meet the reclamation goal.
- ◆ For areas where existing vegetative types adjacent to the mine area are severely disturbed or where test plots or demonstration areas are not reasonable alternatives, RDPCs may be selected using appropriate ecological or range site descriptions or other technical sources.

## 2. Guidelines for Successful Revegetation

The revegetation release criteria for reclaimed mine sites will be to achieve as close to 100 percent of the perennial plant cover of selected comparison areas as possible. The comparison or reference areas will be selected from representative plant communities adjacent to the mine site, test plots or demonstration areas or, as appropriate, representative ecological or range site descriptions. As approved by the agencies, the selected plant communities or reference areas must have a reasonable chance for success on the mine site. Each plan-of-operations shall identify the site-specific release criteria in the reclamation plan or permit. The agencies may also require specific release standards for individual plant species or vegetative types (grasses, forbs, shrubs, trees). Cover would be estimated using a method as described in Sampling Vegetation Attributes, Interagency Technical Reference, 1996, BLM/RS/ST-96/002+1730 or other acceptable technical methods.

The determination of successful revegetation of mining disturbances will require an evaluation of the data by the agencies on a site-specific basis. These data must include all of the information requested in Attachment A of the Reclamation Permit, "Documentation of Reclamation Activities for Surety Release and Annual Fee Responding". When making this evaluation, the following information shall also be considered:

- ◆ Have the desirable species been successfully established, and do they provide sufficient aerial cover to adequately protect the site from soil erosion?
- ◆ Is there evidence that a self-sustaining community has been established? Are vegetative reproduction (e.g. rhizomes) and seedling establishment of the desirable seeded species occurring?
- ◆ Is there evidence of site stability, including the lack of surface soil erosion, gully formation and slumping?
- ◆ Has the revegetation goal in the reclamation plan been met?
- ◆ Has the operator taken reasonable measures to establish the RDPC?

## 3. Time Frames

The success of the vegetative growth on a reclaimed site may be evaluated for release no sooner than during the third growing season after earthwork, planting and irrigation (if used) has been completed. Final bond release may be considered at that time. Interim progress of reclamation will be monitored as appropriate by the agency and operator. Where it has been determined that revegetation success has not been met, the agencies and the operator will meet to decide on the best course of actions necessary to meet the reclamation goal.



## **EXPLORATION PROJECTS**

The same guidelines as described above should be used to evaluate the success of the RDPCs for plan-level exploration disturbances. The agencies may also decide, depending on the size and scope of the project, to evaluate revegetation and reclamation success based on general ground reconnaissance and professional judgment. Extenuating circumstances may be considered when evaluating the success of the revegetation effort. If regulatory agencies determine that remediation is required on the site, the operator and agencies will meet to determine the procedures.

## **BLM NOTICES**

Regarding notice-level activities on public lands, the BLM will evaluate revegetation and reclamation success based on general ground reconnaissance and professional judgment. Notice-level disturbance may be considered reclaimed if in the professional judgment of the regulatory agency effective action has been taken to stabilize and revegetate the site to a condition designed to result in the establishment of a productive post-mining land use. Extenuating circumstances may be considered when evaluating the success of the revegetation effort. If the BLM determines that further stabilization or revegetation efforts are needed, the operator and BLM will meet to determine what further steps are necessary.



# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Tonopah Field Office

P.O. Box 911 (1553 South Main Street)

Tonopah, Nevada 89049

Phone: 775-482-7800

Fax: 775-482-7810

<http://www.blm.gov/nevada>

In Reply Refer To:

N-94266

DOI-BLM-NV-B020-2017-0017-EA

1440/2700 (NVB0200)

**AUG 27 2018**

Dear Interested Public:

Pursuant to the National Environmental Policy Act (NEPA) and Council on Environmental Quality regulations for implementing NEPA, the Bureau of Land Management (BLM) Tonopah Field Office has prepared an Environmental Assessment (EA) which analyzes the impacts of a proposed sale of public lands at Gold Point, Nevada to Esmeralda County. The sale, requested by the County, would resolve long-standing inadvertent unauthorized occupancy issues at the historic mining townsite.

A Notice of Realty Action (enclosed) for a non-competitive direct sale was published on August 27 in the Federal Register, and will be published in the Tonopah Times Bonanza. Interested parties may submit comments regarding the proposed sale, whether the land is physically suitable for the proposal, or if the proposed sale is consistent with State and Federal programs.

The EA can be viewed on the BLM NEPA Register Page at <https://go.usa.gov/xQ4Xu>. Written comments will be accepted until October 11 at 4:30 P.M. and can be submitted to the above address or emailed to [BLM\\_NV\\_BMDO\\_TFO\\_GoldPointEA@blm.gov](mailto:BLM_NV_BMDO_TFO_GoldPointEA@blm.gov). Before including your address, phone number, e-mail, or other personal identifying information in your comment, you should be aware that your entire comment – including your personal identifying information – may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

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

Sincerely,

Timothy J. Coward  
Field Manager

Enclosure: Notice of Realty Action

amendments are subject to review and approval by the Secretary. The compact amendments authorize the Tribes to engage in certain additional class III gaming activities, provide for the application of existing revenue sharing agreements to the additional forms of class III gaming, and designate how the State will distribute revenue sharing funds.

Dated: August 10, 2018.

**Tara Sweeney,**

*Assistant Secretary—Indian Affairs.*

[FR Doc. 2018-18425 Filed 8-24-18; 8:45 am]

BILLING CODE 4337-15-P

## DEPARTMENT OF THE INTERIOR

### Bureau of Indian Affairs

[189A2100DD/AAKC001030/  
A0A501010.999900253G]

#### Indian Gaming; Approval of Tribal-State Class III Gaming Compact Amendments in the State of Oklahoma

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** The State of Oklahoma entered into compact amendments with the Otoe-Missouria Tribe of Indians, the Peoria Tribe of Oklahoma, and the Tonkawa Tribe of Oklahoma governing certain forms of class III gaming; this notice announces the approval of the State of Oklahoma Gaming Compact Non-house-Banked Table Games Supplement between the State of Oklahoma and the Otoe Missouria Tribe of Indians, the Peoria Tribe of Oklahoma, and the Tonkawa Tribe of Oklahoma.

**DATES:** The compact amendments take effect on August 27, 2018.

**FOR FURTHER INFORMATION CONTACT:** Ms. Paula L. Hart, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219-4066.

**SUPPLEMENTARY INFORMATION:** Under section 11 of the Indian Gaming Regulatory Act (IGRA) Public Law 100-497, 25 U.S.C. 2701 *et seq.*, the Secretary of the Interior shall publish in the *Federal Register* notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. As required by IGRA and 25 CFR 293.4, all compacts and amendments are subject to review and approval by the Secretary. The compact amendments authorize the Tribes to engage in certain additional class III gaming activities, provide for the

application of existing revenue sharing agreements to the additional forms of class III gaming, and designate how the State will distribute revenue sharing funds.

Dated: August 10, 2018.

**Tara Sweeney,**

*Assistant Secretary—Indian Affairs.*

[FR Doc. 2018-18424 Filed 8-24-18; 8:45 am]

BILLING CODE 4337-15-P

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[LLNVB0000.L14400000.EU0000 241A; N-94266;17-08807; MO#4500112576; TAS:17X]

#### Notice of Realty Action: Non-Competitive (Direct) Sale of Public Land in Esmeralda County, NV

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice of realty action.

**SUMMARY:** The Bureau of Land Management (BLM) is proposing a non-competitive (direct) sale of 221.68 acres of public land in Esmeralda County, Nevada, to the Esmeralda County Board of Commissioners. The sale will resolve inadvertent unauthorized occupancy issues within the historic mining town site of Gold Point dating back to the late 1800's. The sale will be subject to the applicable provisions of the Federal Land Policy and Management Act of 1976 (FLPMA). The appraised fair market value (FMV) for the sale parcel is \$82,000.

**DATES:** Interested parties may submit written comments regarding the sale and Environmental Assessment until October 11, 2018. The public land will not be offered for sale prior to October 26, 2018.

**ADDRESSES:** Mail written comments to the BLM, Tonopah Field Office, Field Manager, 1553 South Main Street, P.O. Box 911, Tonopah, NV 89049.

**FOR FURTHER INFORMATION CONTACT:** Wendy Seley by email: [wseley@blm.gov](mailto:wseley@blm.gov), or by telephone: 775-482-7805. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Relay Service (FRS) at 1-800-877-8339 to contact the above individual during normal business hours. The FRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual. You will receive a reply during normal business hours.

**SUPPLEMENTARY INFORMATION:** The historic Gold Point town site was a gold and silver mining camp known as Lime Point dating back to 1868, and later

around 1908, as Hornsilver. The following public lands are involved in the sale:

#### Mount Diablo Meridian, Nevada

T. 7 S., R. 41 1/2 E.,

Sec. 3, Lot 5, Lot 6, SE 1/4 NW 1/4,

N 1/2 NE 1/4 SW 1/4, SW 1/4 NE 1/4 SW 1/4,

W 1/2 SE 1/4 SW 1/4, SE 1/4 SE 1/4 SW 1/4, and

SW 1/4 SW 1/4 SE 1/4;

Sec. 10, N 1/2 NW 1/4 NW 1/4 NE 1/4,

N 1/2 NE 1/4 NE 1/4 NW 1/4, NW 1/4 NE 1/4 NW 1/4,

and N 1/2 NW 1/4 NW 1/4.

The area described contains 221.68 acres.

Upon publication of this Notice in the *Federal Register*, the public land will segregate from all forms of appropriation under the public land laws, including the mining laws, and from operation under the mineral leasing and geothermal leasing laws except for the sale provisions of FLPMA. Upon publication of this Notice and until completion of the sale, the BLM will no longer accept new land use applications affecting the identified public lands. The BLM will manage existing land use authorizations, or previously filed applications for land use, in accordance with 43 CFR 2807.15 and 2886.15. The segregation effect will terminate upon issuance of a patent, publication in the *Federal Register* of a termination of the segregation, or on August 27, 2020, unless extended by the BLM Nevada State Director in accordance with 43 CFR 2711.1-2(d) prior to the termination date.

FLPMA, Section 203(a)(3) and 43 CFR 2710.0-3(a)(2), allows disposal of public land that will serve important public objectives, including expansion of communities and economic development, which cannot be achieved prudently or feasibly on lands other than public lands, and which outweigh other public objectives and values.

In accordance with 43 CFR 2710.0-6(c)(3)(iii) and 43 CFR 2711.3-3(a), a direct sale may be appropriate to resolve inadvertent, unauthorized occupancy of the land or to protect existing equities in the land. The sale, if completed, would protect the existing improvements and resolve inadvertent unauthorized use and occupancy. The parcel is not suitable for management by other Federal agencies and is not required for any other Federal purpose.

The BLM may sell a tract of public land identified for disposal in an approved land use plan and meets the disposal criteria, as identified in FLPMA. The BLM Tonopah Resource Management Plan (RMP), Appendix 14, pages A-46 through A-49; dated October 2, 1997 designates the public land in question as suitable for disposal. The proposed action is consistent with



objectives of the RMP to allow disposal of public land for community expansion and private economic development and to increase the potential for economic diversity.

The BLM has prepared Environmental Assessment (EA) DOI-BLM-NV-B020-2017-0017-EA for the proposed sale. The comment period on the EA will end concurrently with the close of the comment period associated with this Notice of Realty Action. The EA, Environmental Site Assessment, Mineral Potential Report, Mineral Evaluation Report, map, and approved appraisal report are available to review at the Tonopah Field Office at the address in the ADDRESSES section.

In order to determine the Fair Market Value (FMV) through appraisal, an appraiser may make certain extraordinary assumptions and hypothetical conditions concerning the attributes and limitations of the land, potential effects of local regulations, and policies on potential future land uses. Through publication of this Notice, the BLM advises that local government may not have endorsed or approved these assumptions.

Esmeralda County Board of Commissioners expressed an interest in purchasing, by direct sale, the surface estate of these lands. As proof of interest, Esmeralda County Board of Commissioners approved Resolution No. 15-R-08, "Resolution in Support of Esmeralda County to Purchase by Direct Sale of the Gold Point Disposal Area with the Bureau of Land Management." As documented in the resolution, the county understands the sale would be "for the purpose of the county re-conveying to existing owners their holdings giving them a secure title" and that the county's intent is "that our citizens residing in Gold Point be able to live without the threat of being displaced and that its historic nature be preserved."

The BLM proposes a direct sale because it serves an important local public objective of facilitating Esmeralda County's efforts to resolve long-standing inadvertent unauthorized occupancy issues within the historic mining townsite of Gold Point and to provide for the expansion of the existing townsite.

Common variety mineral materials, such as gravel, sand, and fill, are present on the subject lands. However, there is little or no market for these materials in the local area and the materials are widely present in the region. Therefore, the development or marketability potential for mineral materials on the subject lands is low. The patent, when issued, will contain a mineral

reservation to the United States for all minerals. Mineral regulations published in the **Federal Register** in 2001, state that minimal use "would not include large-scale use of mineral materials, even within the boundaries of the surface estate," 66 FR 58894 (Nov. 23, 2001). Further explanation is contained in BLM Instruction Memorandum No. 2014-085 (April 23, 2014), available on BLM's website at: <https://www.blm.gov/policy/woim-2014-085>. An Environmental Site Assessment, completed in February 2017, found that the lands have no recognized environmental conditions.

The public land will not be offered for sale prior to October 26, 2018. The patent, if issued, will be subject to the following terms, conditions, and reservations:

1. The parcel is subject to all valid existing rights;
2. An appropriate indemnification clause protecting the United States from claims arising out of the patentee's use occupancy or occupations on the patented lands;
3. A reservation for ditches or canals constructed by the authority of the United States, Act of August 30, 1890 (43 U.S.C. 945);
4. All mineral deposits in the lands so patented, the right to prospect for, mine, and remove such deposits from the same under applicable law and regulations as established by the Secretary of the Interior are reserved to the United States, together with all necessary access and exit rights.

No representation, warranty, or covenant of any kind, express or implied, is given by the United States as to the title, whether or to what extent the land may be developed, its physical condition, future uses, or any other circumstance or condition. The conveyance of a parcel will not be on a contingency basis. However, to the extent required by law, the parcel is subject to the requirements of Section 120(h) of the CERCLA. The patent will convey the property in its existing condition and, therefore, if the parcel is lacking access from a public road or highway, the buyer will be responsible for establishing legal access.

The BLM will send the purchaser an offer letter with detailed information for full payment of the proposed 221.68-acre parcel. The purchaser will have 30 days from the date of receiving the sale offer to accept the offer and to submit a deposit of 20 percent of the purchase price. The purchaser must remit the remainder of the purchase price within 180 days from the date of the sale offer. Payments must be by certified check, U.S. postal money order, bank draft, or

cashier's check, and made payable to the U.S. Department of the Interior—BLM or conduct an electronic funds transfer. The balance is due 2 weeks prior to the 180th day if the purchaser conducts an electronic funds transfer. Failure to meet conditions established for this sale will void the sale and forfeit any payment(s) received.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

The BLM Nevada State Director or other authorized official of the Department of the Interior will review comments regarding this proposed sale and may sustain, vacate, or modify this realty action in response to such comments. In the absence of any comments, this realty action will become the final determination of the Department of the Interior.

**Authority:** 43 CFR 2711.1-2

**Timothy J. Coward,**  
*Field Manager.*

[FR Doc. 2018-18520 Filed 8-24-18; 8:45 am]  
BILLING CODE 4310-HC-P

## DEPARTMENT OF THE INTERIOR

### National Park Service

[NPS-WASO-NRNL-DTS#-26271;  
PPWOCRADIO, PCU00RP14.R50000]

### National Register of Historic Places; Notification of Pending Nominations and Related Actions

**AGENCY:** National Park Service, Interior.  
**ACTION:** Notice.

**SUMMARY:** The National Park Service is soliciting comments on the significance of properties nominated before August 11, 2018, for listing or related actions in the National Register of Historic Places.

**DATES:** Comments should be submitted by September 11, 2018.

**ADDRESSES:** Comments may be sent via U.S. Postal Service and all other carriers to the National Register of Historic Places, National Park Service, 1849 C St. NW, MS 7228, Washington, DC 20240.

**SUPPLEMENTARY INFORMATION:** The properties listed in this notice are being considered for listing or related actions in the National Register of Historic Places. Nominations for their



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

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

29 August 2018

**NOTICE OF DECISION**

**WATER POLLUTION CONTROL PERMIT  
NUMBER NEV2018107**

**Barrick Cortez Inc.  
Grass Valley infiltration Project**

The Administrator of the Nevada Division of Environmental Protection (the Division) has decided to issue new Water Pollution Control Permit NEV2018107 to Barrick Cortez Inc. This Permit authorizes the construction, operation, and closure of approved mining facilities in Eureka County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective 13 September 2018. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, 8 September 2018, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Natasha Zittel at (775) 687-9413 or visit the Division website at <https://ndep.nv.gov/posts/category/land>.

Written comments were received during the public comment period from J.J. Goicoechea, Chairmen, Eureka County Board of Commissioners. The text of all comments, in some cases excerpted, and the Division responses (in *italics*) are included below as part of this Notice of Decision.

**J.J. Goicoechea, Written Comment:**

"Eureka County has reviewed the draft Water Pollution Control Permits NEV2018107... for the Barrick Grass Valley ... included the draft permits, the Fact Sheets... technical reports..."



"Barrick has kept Eureka County... abreast of the [groundwater] model ... We are of the opinion it represents the best available tool to assess changes in the basins rising from Barrick's mine water-supply, dewatering, and infiltration operations. ..."

"... The monitoring requirements outlined by the draft permits appear to be adequate to endure the predictions contained in the supporting documents bear out. ...there is a reasonable expectation water resources of Eureka County will not be degraded be wither of Barrick's proposed infiltration facilities."

"For these reasons, we believe it is appropriate to issue these permits and request that you do so. Please ensure Eureka County is informed of any deviations from the predictions contained in the supporting documents as the RIBs are constructed."

**Division Response 1:**

*Comment noted*

STATE OF NEVADA  
Department of Conservation and Natural Resources  
Division of Environmental Protection  
Bureau of Mining Regulation and Reclamation  
**Water Pollution Control Permit**

Permittee: **Barrick Cortez Inc.  
Grass Valley Infiltration Project  
HC 66 Box 1250  
Crescent Valley, NV 89821**

Permit Number: **NEV2018107**  
Review Type/Year/Revision: **New Permit 2018, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Grass Valley Infiltration Project**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is authorized to discharge to rapid infiltration basins (RIBs) up to **12,240,000 gallons per day**.

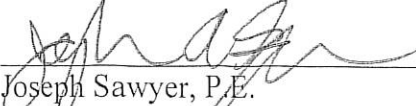
The facility is located in Eureka and Lander Counties, within Sections 1, 12, and 13, Township 26 North (T26N), Range 47 East (R47E); Sections 6, 7, 17, 18, 19, and 20, T26N, R48E; and Section 31, T27N, R48E, Mount Diablo Baseline and Meridian, approximately 40 miles southeast of the town of Battle Mountain, Nevada.

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

This Permit is based on the assumption that the information submitted in the application of 5 April 2018, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from, or changes in, the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **13 September 2018**, and shall remain in effect until **12 September 2023**, unless modified, suspended, or revoked.

Signed this 24 day of **August 2018**.

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

I. Specific Facility Conditions and Limitations

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

1. Construct, operate, and close the facility in accordance with those plans;
2. Except for the discharge authorized by this Permit, and any other approved uses, contain within the fluid management system all dewatering water and all meteoric waters that enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any contaminants from the fluid management system that would result in degradation of waters of the State.

B. Schedule of Compliance:

1. Thirty days prior to initiation of operations, the Permittee shall submit to the Division a written notice of intention to begin operation pursuant to Nevada Administrative Code (NAC) 445A.426.
2. Thirty days prior to initiation of operations, the Permittee shall schedule a reasonable time for the Division to conduct a facility inspection at ascertain compliance of the constructed facility with the approved design and Permit.

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

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

1. Mine Dewatering Wells;
2. Cortez Hills Booster Pump Station;
3. Transfer pipes, valves, pumps, spillways, and other devices used to convey, control or monitor dewatering solution; and
4. Four rapid infiltration basins (RIBs) IB-3101, IB-3102, IB-3103, and IB-3104.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Infiltration Discharge Water:</u> Cortez Hills Pipeline (INF-DIS-CH) <sup>(2)</sup>	Profile I <sup>(1)</sup> ; pH, specific conductance (µS/cm); Total cumulative volume discharged (MG) <sup>(3)</sup>	Quarterly; Weekly; Annually

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
2. <u>Rapid Infiltration Basins:</u> IB-3101, IB-3102, IB-3103, IB-3104	Available freeboard (ft)	Weekly
3. <u>Monitoring Wells:</u> RIB Upgradient: GVI-1 RIB Downgradient: GVI-2, GVI-3 Other Monitoring Wells: PD-06, CHPZ-48	Water and collar elevation (ft amsl); Profile I <sup>(1)</sup>	Weekly;  Quarterly
4. <u>Infiltration Mound</u> <u>Piezometers:</u> CHPZ-128, CHPZ-129	Water elevation (ft amsl)	Weekly
5. <u>PCS Hazardous Waste</u> <u>Determination</u> Each PCS source	Hazardous waste determination <sup>(5)</sup>	When required <sup>(5)</sup>

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

**Abbreviations and Definitions:**

amsl = above mean sea level; CaCO<sub>3</sub> = calcium carbonate; EPA = Environmental Protection Agency; ft = feet; gal = gallons; MG = million gallons; mg/L = milligrams per liter; N = nitrogen; NAC = Nevada Administrative Code; NDEP = Nevada Division of Environmental Protection; PCS = Petroleum-Contaminated Soil; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion; SU = standard units for pH measurement; > = greater than; ≥ = greater than or equal to; < = less than; °F = degrees Fahrenheit; μS/cm = microSiemens per centimeter

**Footnotes:**

(1) Profile I:

Alkalinity (as CaCO <sub>3</sub> )	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate

Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH ( $\pm 0.1$ SU) <sup>(4)</sup>	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

- (2) The Cortez Hills Pipeline will be sampled near the DW-15 manifold tie in.
  - (3) In-line installation and operation of flow totalizers are required for determination of cumulative flow.
  - (4) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO<sub>3</sub> equivalent).
  - (5) A hazardous waste determination is required: a) Initially, for each PCS source prior to management under the PCS Management Plan; b) When a PCS waste stream is suspected to have changed character since the last determination; and c) When a hazardous constituent is detected during screening analyses at a concentration suggestive of hazardous waste. Determinations must be performed pursuant to 40 Code of Federal Regulations (CFR) 262.11 using operator knowledge and/or applicable analytical testing methods described in EPA publication SW-846. Operator knowledge must be adequately described and sufficient to justify the determination.
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations:
1. Water at the point of discharge to the RIBs shall not exceed the following constituent concentrations based on background groundwater quality and the most recent predictive modeling results:

Aluminum	0.2 mg/L	Magnesium	150 mg/L
Antimony	0.006 mg/L	Manganese	0.10 mg/L
Arsenic	0.01 mg/L	Mercury	0.002 mg/L
Barium	2.0 mg/L	Nitrate + Nitrite (as N)	10 mg/L
Beryllium	0.004 mg/L	Nitrogen, Total (as N)	10 mg/L
Cadmium	0.005 mg/L	Field pH ( $\pm 0.1$ SU)	6.5-8.5 SU
Chloride	400 mg/L	Selenium	0.05 mg/L
Chromium	0.1 mg/L	Silver	0.1 mg/L



Copper	1.0 mg/L	Sulfate	500 mg/L
Fluoride	4 mg/L	Total Dissolved Solids	1,000 mg/L
Iron	0.6 mg/L	Thallium	0.002 mg/L
Lead	0.015 mg/L	Zinc	5.0 mg/L

2. The total discharge rate to all RIBs shall not exceed 4,467,600,000 gallons per year.
3. The fluid management system shall be managed to prevent the following: overflow or surface discharge from RIBs; the formation of surface seeps, artificial springs, or other surface water bodies; or significant increases in water level or flow rate of existing surface water bodies.
4. A minimum 2-foot freeboard must be maintained in all RIBs.
5. All RIBs shall be excavated 20 feet or more below the surrounding native ground surface.
6. The facility shall not degrade waters of the State to the extent that applicable water quality standards and background concentrations are exceeded.
7. Failure to meet a Schedule of Compliance date or requirement.

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

- H. The Project shall maintain an automated or manual calibrated rain gauge, which shall be monitored at least daily to record precipitation (inches of water). A written and/or electronic record of all daily accumulations of precipitation shall be maintained on site.
- I. The Permittee shall inspect all control devices, systems, and facilities weekly, and also during (when possible) and after major storm events. These inspections are performed to detect evidence of:
  1. Deterioration, malfunction, or improper operation of control or monitoring systems;
  2. Sudden changes in the data from any monitoring device (if applicable);
  3. The presence of liquids in leak detection systems (if applicable);
  4. Unauthorized discharges; and
  5. Severe erosion or other signs of deterioration in RIBs, dikes, diversions, closure covers, or other containment devices.
- J. Prior to initiating permanent closure activities at the water management facility, or at any water management process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.

- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan. The PCS is transported and treated at Pipeline Project WPCP NEV0093109 under the approved PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations:
  - 1. The Permittee shall submit to the Division for review and approval with each Permit renewal, and with any application to modify the Permit that could affect the water quality of the permitted discharge, an updated hydrogeochemical evaluation of current, and predicted future, water quality in the infiltration mound system above the pre-mining water elevation and in the underlying groundwater, the predicted future discharge volume and chemistry, and the resultant potential for degradation of groundwater in response to the permitted infiltration. If applicable, the hydrogeochemical evaluation must include additional proposed controls to eliminate any potential for groundwater degradation. Approval may require modification of the Permit and payment of modification fees.

## II. General Facility Conditions and Limitations

### A. General Requirements

- 1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage, or other event over which Permittee has little or no control) exists for such revision.
- 2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
- 3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a

Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28<sup>th</sup> day of the month following the quarter and must contain the following:
  - a. Analytical results of the solution collected from monitoring locations identified in Parts I.D.1 and I.D.3, reported on Nevada Division of Environmental Protection (NDEP) Form 0190 or equivalent;
  - b. Daily, weekly, and monthly measurements of volume, depth, elevation, and freeboard identified in Parts I.D.1, I.D.2, I.D.3, and I.D.4; and
  - c. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent.
  - d. Analytical results, copies of hazardous waste determinations, and monitoring results, identified in Parts I.D.5, pertaining to the approved PCS Management Plan;

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

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28<sup>th</sup> of each year, for the preceding calendar year, which contains the following:
  - a. A synopsis of releases on NDEP Form 0390 or equivalent;
  - b. A brief summary of site operations, including the total cumulative volume of water discharged from the fluid management system during the year, identified in Part I.D.1, construction and expansion activities, and major problems with the fluid management system;
  - d. A table of total monthly precipitation amounts recorded in accordance with Part I.H, reported for either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
  - e. An updated version of the facility monitoring and sampling procedures and protocols;
  - f. An updated evaluation of the closure plans using specific characterization data for each process component with respect to achieving stabilization; and
  - g. Graphs of volume, elevation, freeboard, arsenic, chloride, fluoride, iron, manganese, nitrate + nitrite (as N), pH, sulfate, and total dissolved solids

(TDS) (as applicable), versus time for all fluid monitoring points. These graphs shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter. Additional parameters may be required by the Division, if deemed necessary.

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

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



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

#### C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure and post closure monitoring are complete. Therefore, unless permanent closure and post closure monitoring have been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, laboratory reference numbers, and sample dates, and for the electronic version of each report only, include all associated laboratory analytical reports, including test results, test methods, chain-of-custody forms, and quality assurance/quality control documentation.
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held

invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.

9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State, or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division Authority

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

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

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
  - a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
  - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, laboratory reference numbers, and sample dates, and for

the electronic version of each report only, include all associated laboratory analytical reports, including test results, test methods, chain-of-custody forms, and quality assurance/quality control documentation.

6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

#### F. Permit Modification Requirements

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

modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.

5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Natasha Zittel  
Date: 25 August 2018

Revision 00: New Permit

## FACT SHEET

(Pursuant to Nevada Administrative Code (NAC) 445A.236)

Permittee Name: **Barrick Cortez Inc.**

Project Name: **Grass Valley Infiltration Project**

Permit Number: **NEV2018107**

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

### **A. Location and Description**

The facility is located in Eureka and Lander Counties, within Sections 1, 12, and 13, Township 26 North (T26N), Range 47 East (R47E); Sections 6, 7, 17, 18, 19, and 20, T26N, R48E; and Section 31, T27N, R48E, Mount Diablo Baseline and Meridian, approximately 40 miles southeast of the town of Battle Mountain, Nevada. The facility is located on both private land controlled by the Permittee and public land administered by the U.S. Bureau of Land Management (BLM), Mount Lewis Field Office in Battle Mountain, Nevada. The site may be accessed by traveling approximately 40 miles west from Elko, or 30 miles east from Battle Mountain, on Interstate Highway 80, then 31 miles south on Nevada State Route 306, then 9 miles southeast on Lander County Road 222.

General Description: The Grass Valley Infiltration Project consists of infiltration of mine dewatering water at a maximum rate of 8,500 gallons per minute (gpm; equivalent to 12,240,000 gallons per day (gpd)) via rapid infiltration basins (RIBs) located in Grass Valley. The Grass Valley infiltration site will contain four RIBs. The facilities must be designed, constructed, operated, and closed without any discharge or release in excess of those standards established in regulation, except as authorized in the Permit and for meteorological events which exceed the 24-hour, 25-year design storm event.

### **B. Synopsis**

**General:** The Permittee mines gold ore from the Pipeline Project (Water Pollution Control Permit (WPCP) NEV0093109) and Cortez Hills deposit (WPCP NEV2007106) by open pit extraction methods, and conducts underground mining for the Cortez Hills deposit, all from elevations below the pre-mining groundwater table in the southern portion of Crescent Valley. Therefore, the operation requires a dewatering program to extract groundwater from within the excavations and from the periphery of the open pit and underground workings in advance of mining. Dewatering water from the Cortez mining operation is infiltrated under this Permit, the Pipeline Infiltration Project (WPCP NEV0095111), and Pine Valley Infiltration Project (WPCP NEV2018109). The Grass Valley facility will consist of four RIBs, a booster pump station, surface pipelines, and associated infrastructure and apparatuses.



The facility is located in the northern portion of Grass Valley, on the southwest flank of the Cortez Mountains, between the elevations of 5,700 feet above mean sea level (amsl) and 5,980 feet amsl. The facility provides for return of the Cortez Hills Mine dewatering water to Grass Valley in order to compensate inter-basin transfers of groundwater out of the Grass Valley basin.

**Infiltration System Design:** The Project begins at the dewatering pipeline leading from the dewatering well DW-15 manifold at the western perimeter of the existing Cortez Hills open pit. The dewatering pipeline extends southward into Grass Valley and west of the Cortez hills Area 34 heap leach facility. South of the Grass Valley heap leach facility, the dewatering pipeline will be connected to the Cortez hills pump station before continuing towards the southeast and terminating at the Grass Valley Infiltration Basins approximately 2 miles south of the Cortez Hills open pit. The project is designed to infiltrate up to 8,500 gpm, the dewatering delivery pipeline system is designed to convey an addition of 4,300 gpm for a total of 12,800 gpm. The additional 4,300 gpm will be conveyed to the future infiltration sites proposed in Pine Valley (WPCP NEV2018109).

The dewatering pipeline will be approximately 26,000 feet in length and will consist of a single 30-inch diameter high-density polyethylene (HDPE) pipe with a standard dimension ratio of 17 or a 30-inch diameter steel pipe. At road crossings, the pipe will be inserted into a 36-inch diameter corrugated polyethylene pipe. The pipeline will be constructed with various air/vacuum valves, expansion joints, butterfly joints, and pipe drains.

**Cortez Hills Pump Station:** The Cortez Hills Pump Station is located approximately 2.5 miles south of the DW-15 manifold. The station will consist of three centrifugal split case pumps with the motor starters housed in an enclosed metal building. The pumps will be mounted on a 2-foot thick concrete foundation base.

**RIB Construction and Water Management:** The RIBs will be constructed on an alluvial fan. Each of the four Grass Valley RIBs will be 200 feet wide and 1,000 feet long at the crest. Basins are designed to be 20 feet deep with 3 horizontal to 1 vertical inside slopes. An infiltration enhancement trench will be constructed within the floor of each basin. These trenches are designed to be approximately 16 feet deep and 4 feet wide and are filled with pit-run aggregate material. The aggregate material shall be sized with 50-percent passing 1-inch and without fines passing a number 200-mesh screen.

Within the infiltration site, the dewatering water is distributed to each RIB through dedicated 14-inch diameter HDPE RIB inlet pipes equipped with butterfly valves, which are used to manage flow amongst two or more RIBs. The RIB inlet pipe runs down the RIB side slope to the bottom of the basin, typically near one end of the RIB. The inlet pipeline terminates into a 3-foot thick by 10-foot square layer of riprap having a mass median diameter ( $D_{50}$ ) of 9 inches. There are no totalizers or flow meters at individual RIBs as the flow is totalized at the Cortez Hills Pump Station.

The RIBs are constructed in pairs, one upgradient and one downgradient, typically 100 to 200 feet apart. The upgradient RIB has a 5-foot diameter basin overflow manhole located within the lower sideslope of the RIB. The manhole is constructed of precast concrete rings to a height of 7 feet above a concrete base set into the floor of the RIB. If water in the RIB reaches the top of the manhole, it will overflow through a trash screen and flow by gravity through a 16-inch diameter HDPE overflow pipe that discharges into the downgradient RIB. Each downgradient RIB, therefore, includes two inlet pipes: the overflow pipeline from the upgradient RIB, and the normal RIB inlet distribution pipe. Both inlets are constructed to the same design as the RIB inlet pipe termination structure described above. The spillway connects to a surface rip-rap apron downgradient of the RIB. The spillway is a minimum of 10 feet wide and 2 feet deep, with a 12-inch thick layer of riprap over a base layer of geotextile. The Permit prohibits surface discharges from RIBs; spillways are constructed for emergency use only.

**Petroleum-Contaminated Soil Management:** No PCS storage or disposal is approved for the facility. The Permittee is required to remove all PCS from the facility for provisional storage and disposal at the approved Pipeline Project waste rock dump (WPCP NEV0093109) in accordance with the approved PCS Management Plan and the Division Guidance for Mine-Site PCS Management Plans.

### **C. Receiving Water Characteristics**

In the Project area, groundwater is localized in structural bedrock aquifers with no substantial water-bearing zones in the alluvium. Groundwater flow is controlled by the numerous north-south and east-west trending faults and fractures. Local bedrock has generally low hydraulic conductivity.

Groundwater depths range from 100 feet below ground surface (bgs) to 300 feet bgs. Receiving waters are located in the northern portion of Grass Valley (State of Nevada Hydrographic Basin #138). Grass Valley is closed topographically. The Toiyabe Range separates Grass Valley from the southernmost part of Crescent Valley (State Hydrographic Basin #54); the southern Cortez Mountains and northernmost section of the Simpson Park Range separate the northern part of Grass Valley from Pine Valley (State Hydrographic Basin #53) to the east.

Through hydraulic studies, the Permittee determined that dewatering activities for the Cortez Complex in Crescent Valley, is drawing small amounts of water from Grass Valley and Pine Valley. Baseline groundwater chemistry for Grass Valley is circum-neutral (pH). Baseline characteristics of several analyses periodically exceed Division Profile I reference values (drinking water standards) in one or more locations for arsenic, iron, and manganese.

There are no surface waterways, springs, and seeps within a mile of the Project.

**D. Procedures for Public Comment**

The Notice of the Division's intent to issue a Permit authorizing the discharge, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. The public hearing must be conducted in accordance with Nevada Revised Statutes (NRS) Chapter 233B, unless waived by the applicant.

**E. Proposed Determination**

The Division has made the tentative determination to issue the Permit.

**F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions**

See Section I of the Permit.

**G. Rationale for Permit Requirements**

The facility must not discharge a pollutant that would result in the degradation of existing or potential underground sources of drinking water, or that would cause an exceedance of an applicable surface water quality standard or regulation.

The primary methods for ensuring compliance will be required routine monitoring and reporting, augmented by Division site inspections. Specific monitoring requirements can be found in the Permit.

## **H. Federal Migratory Bird Treaty Act**

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service is authorized to enforce the prevention of migratory bird mortalities at ponds. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Natasha Zittel  
Date: 25 August 2018  
Revision 00: New Permit.



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

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

29 August 2018

**NOTICE OF DECISION**

**WATER POLLUTION CONTROL PERMIT  
NUMBER NEV2018109**

**Barrick Cortez Inc.  
Pine Valley Infiltration Project**

The Administrator of the Nevada Division of Environmental Protection (the Division) has decided to issue new Water Pollution Control Permit NEV2018109 to Barrick Cortez Inc. This Permit authorizes the construction, operation, and closure of approved mining facilities in Eureka County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective 13 September 2018. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, 8 September 2018, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Natasha Zittel at (775) 687-9413 or visit the Division website at <https://ndep.nv.gov/posts/category/land>.

Written comments were received during the public comment period from J.J. Goicoechea, Chairman, Eureka County Board of Commissioners. The text of all comments, in some cases excerpted, and the Division responses (in *italics*) are included below as part of this Notice of Decision.

**J.J. Goicoechea, Written Comment:**

"Eureka County has reviewed the draft Water Pollution Control Permits ... NEV2018109 for the Barrick Pine Valley RIBs... included the draft permits, the Fact Sheets... technical reports..."

"Barrick has kept Eureka County... abreast of the [groundwater] model ... We are of the opinion it represents the best available tool to assess changes in the basins rising from



STATE OF NEVADA  
Department of Conservation and Natural Resources  
Division of Environmental Protection  
Bureau of Mining Regulation and Reclamation

**Water Pollution Control Permit**

Permittee: **Barrick Cortez Inc.**  
**Pine Valley Infiltration Project**  
**HC 66 BOX 1250**  
**Crescent Valley, NV 89821**

Permit Number: **NEV2018109**  
Review Type/Year/Revision: **New Permit 2018, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Pine Valley Infiltration Project**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is authorized to discharge to rapid infiltration basins (RIBs) up to **1,548,000 gallons per day**.

The facility is located in Eureka and Lander Counties, within Sections 20, 29, 32, 33, 34, 35, and 36, Township 26 North (T26N), Range 48 East (R48E); Section 1, T25N, R48½E; and Section 6, T25N, R49E, Mount Diablo Baseline and Meridian, approximately 43 miles southeast of the town of Battle Mountain, Nevada.

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

This Permit is based on the assumption that the information submitted in the application of 2 May 2018, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from, or changes in, the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **13 September 2018**, and shall remain in effect until **12 September 2023**, unless modified, suspended, or revoked.

Signed this 24 day of **August 2018**.

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

# I. Specific Facility Conditions and Limitations

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

1. Construct, operate, and close the facility in accordance with those plans;
2. Except for the discharge authorized by this Permit, and any other approved uses, contain within the fluid management system all dewatering water and all meteoric waters that enter the system as a result of the 25-year, 24-hour storm event; and
3. Not release or discharge any contaminants from the fluid management system that would result in degradation of waters of the State.

B. Schedule of Compliance:

1. Thirty days prior to initiation of operations, the Permittee shall submit to the Division a written notice of intention to begin operation pursuant to Nevada Administrative Code (NAC) 445A.426.
2. Thirty days prior to initiation of operations, the Permittee shall schedule a reasonable time for the Division to conduct a facility inspection at ascertain compliance of the constructed facility with the approved design and Permit.

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

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

1. Mine Dewatering Wells;
2. Grass Valley Booster Pump Station;
3. Transfer pipes, valves, pumps, spillways, and other devices used to convey, control or monitor dewatering solution; and
4. Four rapid infiltration basins (RIBs): IB-4101, IB-4102, IB-4103, and IB-4104.

D. Monitoring Requirements:

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Infiltration Discharge Water</u>  Cortez Hills Pipeline (INF-DIS-CH) <sup>(2)</sup> ;	Profile I <sup>(1)</sup> ; pH, specific conductance (μS/cm);	Quarterly; Weekly;
PVI Discharge Pipeline (INF-DIS-PV)	Volume pumped (MG) <sup>(3)</sup> ;	Annually (when pumped)

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
2. <u>Rapid Infiltration Basins:</u> IB-4101, IB-4102, IB-4103, and IB-4104	Available freeboard (ft)	Weekly
3. <u>Monitoring Wells:</u> RIB Upgradient: GRMW-12, RIB Downgradient: PVI-1, PVI-2, PVI-3	Water and collar elevation (ft amsl); Profile I <sup>(1)</sup>	Weekly;  Quarterly
4. <u>Infiltration Mound Piezometers:</u> GRPZ-26, GRPZ-27, GRPZ- 28, GVPZ-29	Water elevation (ft amsl)	Weekly
5. <u>PCS Hazardous Waste Determination</u> Each PCS source	Hazardous waste determination <sup>(5)</sup>	When required <sup>(5)</sup>

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

#### **Abbreviations and Definitions:**

amsl = above mean sea level; CaCO<sub>3</sub> = calcium carbonate; EPA = Environmental Protection Agency; ft = feet; gal = gallons; MG = million gallons; mg/L = milligrams per liter; N = nitrogen; NAC = Nevada Administrative Code; NDEP = Nevada Division of Environmental Protection; PCS = Petroleum-Contaminated Soil; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion; SU = standard units for pH measurement; > = greater than; ≥ = greater than or equal to; < = less than; °F = degrees Fahrenheit; µS/cm = microSiemens per centimeter

#### **Footnotes:**

(1) Profile I:

Alkalinity (as CaCO <sub>3</sub> )	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium

Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH ( $\pm 0.1$ SU) <sup>(4)</sup>	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

- (2) The Cortez Hills Pipeline will be sampled near the DW-15 manifold tie in.
- (3) In-line installation and operation of flow totalizers are required for determination of cumulative flow.
- (4) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as CaCO<sub>3</sub> equivalent).
- (5) A hazardous waste determination is required: a) Initially, for each PCS source prior to management under the PCS Management Plan; b) When a PCS waste stream is suspected to have changed character since the last determination; and c) When a hazardous constituent is detected during screening analyses at a concentration suggestive of hazardous waste. Determinations must be performed pursuant to 40 Code of Federal Regulations (CFR) 262.11 using operator knowledge and/or applicable analytical testing methods described in EPA publication SW-846. Operator knowledge must be adequately described and sufficient to justify the determination.
- E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.
- F. All sampling and analytical accuracy shall be in accordance with Part II.E.
- G. Permit Limitations:
1. Water at the point of discharge to the RIBs shall not exceed the following constituent concentrations based on background groundwater quality and the most recent predictive modeling results:

Aluminum	0.2 mg/L	Magnesium	150 mg/L
Antimony	0.006 mg/L	Manganese	0.10 mg/L
Arsenic	0.01 mg/L	Mercury	0.002 mg/L
Barium	2.0 mg/L	Nitrate + Nitrite (as N)	10 mg/L
Beryllium	0.004 mg/L	Nitrogen, Total (as N)	10 mg/L
Cadmium	0.005 mg/L	Field pH ( $\pm 0.1$ SU) <sup>(4)</sup>	6.5-8.5 SU
Chloride	400 mg/L	Selenium	0.05 mg/L
Chromium	0.1 mg/L	Silver	0.1 mg/L
Copper	1.0 mg/L	Sulfate	500 mg/L

Fluoride	4 mg/L	Total Dissolved Solids	1,000 mg/L
Iron	0.6 mg/L	Thallium	0.002 mg/L
Lead	0.015 mg/L	Zinc	5.0 mg/L

2. The total discharge rate to all RIBs shall not exceed 565,020,000 gallons per year.
3. The fluid management system shall be managed to prevent the following: overflow or surface discharge from RIBs; the formation of surface seeps, artificial springs, or other surface water bodies; or significant increases in water level or flow rate of existing surface water bodies.
4. A minimum 2-foot freeboard must be maintained in all RIBs.
5. All RIBs shall be excavated 20 feet or more below the surrounding native ground surface.
6. The facility shall not degrade waters of the State to the extent that applicable water quality standards and background concentrations are exceeded.
7. Failure to meet a Schedule of Compliance date or requirement.

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

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



thereafter until the Permit is terminated or the facility has received final closure certification from the Division.

- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan. The approved PCS Management Plan and the Division Guidance for Mine-Site PCS Management Plans are hereby incorporated into this Permit by reference.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.
- N. Continuing Investigations:
  - 1. The Permittee shall submit to the Division for review and approval with each Permit renewal, and with any application to modify the Permit that could affect the water quality of the permitted discharge, an updated hydrogeochemical evaluation of current, and predicted future, water quality in the infiltration mound system above the pre-mining water elevation and in the underlying groundwater, the predicted future discharge volume and chemistry, and the resultant potential for degradation of groundwater in response to the permitted infiltration. If applicable, the hydrogeochemical evaluation must include additional proposed controls to eliminate any potential for groundwater degradation. Approval may require modification of the Permit and payment of modification fees.

## II. General Facility Conditions and Limitations

### A. General Requirements

- 1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage, or other event over which Permittee has little or no control) exists for such revision.
- 2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, and systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
- 3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall

promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports, in both hard copy and a Division-approved electronic format, which are due to the Division on or before the 28<sup>th</sup> day of the month following the quarter and must contain the following:
  - a. Analytical results of the solution collected from monitoring locations identified in Parts I.D.1 and I.D.3, reported on Nevada Division of Environmental Protection (NDEP) Form 0190 or equivalent;
  - b. Daily, weekly, and monthly measurements of volume, depth, elevation, and freeboard identified in Parts I.D.1, I.D.2, I.D.3, and I.D.4;
  - c. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent; and
  - d. Analytical results, copies of hazardous waste determinations, and monitoring results, identified in Parts I.D.5, pertaining to the approved PCS Management Plan.

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

2. The Permittee shall submit an annual report, in both hard copy and a Division-approved electronic format, by February 28<sup>th</sup> of each year, for the preceding calendar year, which contains the following:
  - a. A synopsis of releases on NDEP Form 0390 or equivalent;
  - b. A brief summary of site operations, including the total cumulative volume of water discharged from the fluid management system during the year, identified in Part I.D.1, construction and expansion activities, and major problems with the fluid management system;
  - d. A table of total monthly precipitation amounts recorded in accordance with Part I.H, reported for either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;
  - e. An updated version of the facility monitoring and sampling procedures and protocols;
  - f. An updated evaluation of the closure plans using specific characterization data for each process component with respect to achieving stabilization; and
  - g. Graphs of volume, elevation, freeboard, arsenic, antimony, chloride, fluoride, iron, manganese, nitrate + nitrite (as N), pH, sulfate, and total

dissolved solids (TDS) (as applicable), versus time for all fluid monitoring points. These graphs shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter. Additional parameters may be required by the Division, if deemed necessary.

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

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

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

#### C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure and post closure monitoring is complete. Therefore, unless permanent closure and post closure monitoring have been completed and termination of the Permit has been approved in writing by the Division, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. All reports required by this Permit, including, but not limited to, monitoring reports, corrective action reports, and as-built reports, as applicable, and all applications for Permit modifications and renewals, shall be submitted in both hard copy and a Division-approved electronic format.
5. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
6. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
7. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
8. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
9. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey



property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State, or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

#### D. Division Authority

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

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

#### E. Sampling and Analysis Requirements

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

6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

#### F. Permit Modification Requirements

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

5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Natasha Zittel  
Date: 22 August 2018  
Revision 00: New Permit

## FACT SHEET

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

Permittee Name: **Barrick Cortez Inc.**

Project Name: **Pine Valley Infiltration Project**

Permit Number: **NEV2018109**

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

### **A. Location and General Description**

The facility is located in Eureka and Lander Counties, within Sections 20, 29, 32, 33, 34, 35, and 36, Township 26 North (T26N), Range 48 East (R48E); Section 1, T25N, R48½E; and Section 6, T25N, R49E, Mount Diablo Baseline and Meridian, approximately 43 miles southeast of the town of Battle Mountain, Nevada. The facility is located on both private land controlled by the Permittee and public land administered by the U.S. Bureau of Land Management (BLM), Mount Lewis Field Office in Battle Mountain, Nevada. The site may be accessed by traveling approximately 40 miles west from Elko, or 30 miles east from Battle Mountain, on Interstate Highway 80, then 31 miles south on Nevada State Route 306, then 9 miles southeast on Lander County Road 222.

General Description: The Pine Valley Infiltration Project consists of infiltration of mine dewatering water at a maximum rate of 1,075 gallons per minute (gpm; equivalent to 1,548,000 gallons per day (gpd)) via rapid infiltration basins (RIBs) located in Pine Valley. The Pine Valley infiltration site will contain four RIBs. The facility must be designed, constructed, operated, and closed without any discharge or release in excess of those standards established in regulation, except as authorized in the Permit and for meteorological events which exceed the 24-hour, 25-year design storm event.

### **B. Synopsis**

**General:** The Permittee mines gold ore from the Pipeline Project (Water Pollution Control Permit (WPCP) NEV0093109) and Cortez Hills deposit (WPCP NEV2007106) by open pit extraction methods, and conducts underground mining for the Cortez Hills deposit, all from elevations below the pre-mining groundwater table in the southern portion of Crescent Valley. Therefore, the operation requires a dewatering program to extract groundwater from within the excavations and from the periphery of the open pit and underground workings in advance of mining. Dewatering water from the Cortez mining operation is infiltrated under this Permit, the Pipeline Infiltration Project (WPCP NEV0095111), and Grass Valley Infiltration Project (WPCP NEV2018107). The Pine Valley facility will consist of four RIBs, a booster pump station, surface pipelines, and associated infrastructure and apparatuses.

The facility is located in the northern portion of Grass Valley and the southwestern portion of Pine Valley, on the southeast flank of the Cortez Mountains, between the

elevations of 5,710 feet above mean sea level (amsl) and 6,440 feet amsl. The facility provides for return of the Cortez Hills Mine dewatering water to Pine Valley in order to compensate inter-basin transfers of groundwater out of the Pine Valley basin.

**Infiltration System Design:** The Project begins at the flow control valve at the Grass Valley Infiltration RIBs (NEV2018107). The dewatering pipeline will extend southward in Grass Valley and be connected to the Grass Valley Booster Pump Station before continuing east and terminating at the Pine Valley RIBs approximately 7 miles southeast of the Grass Valley infiltration RIBs. The project is designed to infiltrate up to 1,075 gpm, and the dewatering delivery pipeline system is designed to convey an additional 3,225 gpm for a total of 4,300 gpm. The additional 3,225 gpm capacity is for potential future infiltration sites at the Project.

The dewatering pipeline from the Grass Valley RIBs to the Project will be approximately 39,500 feet in length. The conveyance pipeline from the Grass Valley RIBs to the Project will consist of the following: approximately 11,000 feet of 24-inch diameter high density polyethylene (HDPE) pipe (standard dimension ratio (SDR) 17), the Grass Valley Pump Station, 15,500 feet of 24-inch diameter steel pipe, a 72-inch manhole sump, 9,300 feet of 40-inch diameter HDPE pipe (SRD 17), a 72-inch manhole sump, 2,860 feet of 24-inch HDPE SDR 17, a stilling basin, and 800 feet of 24-inch HDPE SDR 17. At road crossings, the 24-inch pipe will be inserted into a 30-inch culvert and the 40-inch pipe will be inserted into a 48-inch culvert.

**Grass Valley Pump Station:** The Grass Valley Pump Station is located approximately 1.7 miles south of the Grass Valley RIBs. The station will consist of four vertical turbine pumps. The pumps will be mounted above a concrete sump.

**RIB Construction and Water Management:** The RIBs will be constructed on an alluvial fan. Each, of the four, Pine Valley RIBs will be 200 feet wide and 1,000 feet long at the crest. Basins are designed to be 20 feet deep with side slopes of 3 horizontal to 1 vertical. An infiltration enhancement trench will be constructed within the floor of each basin. These trenches are designed to be approximately 16 feet deep and four feet wide and will be filled with pit-run aggregate material. The aggregate material shall be sized with 50 percent passing 1 inch and without fines passing a number 200 mesh screen.

Within the infiltration site, the dewatering water is distributed to each RIB through dedicated 12-inch diameter HDPE RIB inlet pipes equipped with butterfly valves, which are used to manage flow amongst two or more RIBs. The RIB inlet pipe runs down the RIB sideslope to the bottom of the basin, typically near one end of the RIB. The inlet pipeline terminates into a 10-foot square by 3-foot thick layer of riprap having a mass median diameter ( $D_{50}$ ) of 9 inches. There are no totalizers or flow meters at individual RIBs as the flow is totalized at the Grass Valley Pump Station.



The RIBs are constructed in pairs, one upgradient and one downgradient, typically 100 to 200 feet apart. The upgradient RIB has a 5-foot diameter basin overflow manhole located within the lower sideslope of the RIB. The manhole is constructed of precast concrete rings to a height of 7 feet above a concrete base set into the floor of the RIB. If water in the RIB reaches the top of the manhole, it will overflow through a trash screen and flow by gravity through a 16-inch diameter HDPE overflow pipe that discharges into the downgradient RIB. Each downgradient RIB, therefore, includes two inlet pipes: the overflow pipeline for the upgradient RIB, and the normal RIB inlet distribution pipe. Both inlets are constructed to the same design as the RIB inlet pipe termination structure described above. The spillway connects to a surface riprap apron downgradient of the RIB. The spillway is a minimum of 10 feet wide and 2 feet deep, with a 12-inch thick layer of riprap over a base layer of geotextile. The Permit prohibits surface discharges from RIBs; spillways are constructed for emergency use only.

**Petroleum-Contaminated Soil Management:** No PCS storage or disposal is approved for the facility. The Permittee is required to remove all PCS from the facility for provisional storage and disposal at the approved Pipeline Project waste rock dump (WPCP NEV0093109) in accordance with the approved PCS Management Plan and the Division Guidance for Mine-Site PCS Management Plans.

#### C. Receiving Water Characteristics

In the Project area, groundwater is localized in structural bedrock aquifers with no substantial water-bearing zones in the alluvium. Groundwater flow is controlled by the numerous north-south and east-west trending faults and fractures. Local bedrock has generally low hydraulic conductivity.

Groundwater depths range from 100 feet below ground surface (bgs) to 300 feet bgs. Receiving waters are located in the southwestern portion of Pine Valley (State of Nevada Hydrographic Basin #53). Pine Valley is semi-closed topographically. The southern Cortez Mountains and northernmost section of the Simpson Park Range separates the western portion of Pine Valley from Grass Valley (State Hydrographic Basin #138). The Cortez Mountain Range separates Crescent Valley (State Hydrographic Basin #54) from Pine Valley.

Through hydraulic studies the Permittee determined that dewatering activities for the Cortez Complex in Crescent Valley is drawing small amounts of water from Pine Valley and Grass Valley. Baseline characteristics of several analyses periodically exceed Division Profile I reference values (drinking water standards) in the one location for antimony, arsenic, iron, manganese, and pH. Baseline information will be provided with three additional monitoring wells downgradient of the RIBs.

There are no seeps and springs within a mile radius of the project. Pine Creek is located approximately 0.6 miles from the Project and is intermittent.

**D. Procedures for Public Comment**

The Notice of the Division's intent to issue a Permit authorizing the facility to construct, operate, and close, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

**E. Proposed Determination**

The Division has made the tentative determination to issue the new Permit.

**F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions**

See Section I of the Permit.

**G. Rationale for Permit Requirements**

The facility must not discharge a pollutant that would result in the degradation of existing or potential underground sources of drinking water, or that would cause an exceedance of an applicable surface water quality standard or regulation.

The primary methods for ensuring compliance will be required routine monitoring and reporting, augmented by Division site inspections. Specific monitoring requirements can be found in the Permit.

**H. Federal Migratory Bird Treaty Act**

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of

migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Natasha Zittel  
Date: 22 August 2018

Revision 00: New Permit



NEVADA DIVISION OF  
**ENVIRONMENTAL  
PROTECTION**

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

12 September 2018

**NOTICE OF DECISION**

**WATER POLLUTION CONTROL PERMIT  
NUMBER NEV2008102**

**Red Widow Mining Company, Inc.  
May Turquoise Mine**

The Administrator of the Nevada Division of Environmental Protection (the Division) has decided to issue renewed Water Pollution Control Permit NEV2008102 to Red Widow Mining Company, Inc. This Permit authorizes the construction, operation, and closure of approved mining facilities in Lander County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective 10 October 2018. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, 22 September 2018, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Natasha Zittel at (775) 687-9413 or visit the Division website at <https://ndep.nv.gov/posts/category/land>.

No comments were received during the public comment period.

STATE OF NEVADA  
Department of Conservation and Natural Resources  
Division of Environmental Protection  
Bureau of Mining Regulation and Reclamation  
**Water Pollution Control Permit**

Permittee: **Red Widow Mining Company, Inc.  
May Turquoise Mine  
633 6<sup>th</sup> Street  
Crescent Valley, NV 89821**

Permit Number: **NEV2008102**  
Review Type/Year/Revision: **Renewal 2018, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **May Turquoise Mine**, in accordance with the limitations, requirements, and other conditions set forth in this Permit. The Permittee is authorized to process up to **10,000** tons of ore per year.

The facility is located in Lander County, within the southwest quarter of Section 28, Township 29 North, Range 47 East, Mount Diablo Baseline and Meridian, approximately six miles southwest of the town of Crescent Valley, Nevada.

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

This Permit is based on the assumption that the information submitted in the application of 7 April 2008, as modified by subsequent approved amendments, is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from, or changes in, the information in the application, which may affect the ability of the Permittee to comply with applicable regulations or Permit conditions.

This Permit is effective as of **10 October 2018**, and shall remain in effect until **09 October 2023**, unless modified, suspended, or revoked.

Signed this 5 day of **September 2018**

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



I. Specific Facility Conditions and Limitations

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

1. Construct, operate, and close the facility in accordance with those plans; and
2. Not release or discharge any process or non-process contaminants from the fluid management system.

B. Schedule of Compliance:

1. Thirty (30) days prior to commencement of the trommel operation of the approved facility the Permittee shall schedule a reasonable time for the Division to conduct a facility inspection, to ascertain compliance of the constructed facility with the approved design and the Permit. Material changes to or departure from the approved designs may require additional engineering review, modification of the Permit, and payment of Permit modification fees.

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

1. A portable trommel and conveyor;
2. A water storage truck, Settling Pond, and Recirculation Pond; and
3. All associated tanks, chutes, pipes, hoses, valves, and pumps used in storage, conveyance, or control of process water and process solids.

D. Monitoring Requirements

<u>Identification</u>	<u>Parameter</u>	<u>Frequency</u>
1. <u>Make-up Water</u> Hot Spring Fish Pond (MW)	Profile I <sup>(1)</sup>	Annually in any year of operation
2. <u>Process Water</u> At Recirculation Pond (RP)	Profile I <sup>(1)</sup>	Quarterly in any quarter of operation
3. <u>Mined Materials</u> Composite sample of combined waste rock, coarse reject, and fine reject material (WR)	MWMP <sup>(2)</sup> - Profile I <sup>(1)</sup>	Annually in any year of operation

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

**Abbreviations and Definitions:**

ASTM = American Society for Testing and Materials ;  $\text{CaCO}_3$  = calcium carbonate; EPA = U.S. Environmental Protection Agency; mg/L = milligrams per liter; MWMP = Meteoric Water Mobility Procedure N = nitrogen; NAC = Nevada Administrative Code; NDEP = Nevada Division of Environmental Protection; pH = the negative of the base 10 logarithm of the activity of the hydrogen ion; SU = standard units;

**Footnotes:**

(1) Profile I:

Alkalinity (as $\text{CaCO}_3$ )	Cadmium	Magnesium	Silver
Bicarbonate	Calcium	Manganese	Sodium
Total	Chloride	Mercury	Sulfate
Aluminum	Chromium	Nitrate + Nitrite (as N)	Thallium
Antimony	Copper	Nitrogen, Total (as N)	Total Dissolved Solids
Arsenic	Fluoride	pH ( $\pm 0.1$ SU) <sup>(3)</sup>	Zinc
Barium	Iron	Potassium	-
Beryllium	Lead	Selenium	-

(2) The Meteoric Water Mobility Procedure (MWMP) shall be performed by a Nevada-approved laboratory, in accordance with ASTM Method E 2242 (or the most current method).

(3) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as  $\text{CaCO}_3$  equivalent).

E. Quarterly and annual monitoring reports and release reporting shall be in accordance with Part II.B.

F. All sampling and analytical accuracy shall be in accordance with Part II.E.

G. Permit Limitations

1. Failure to meet a Schedule of Compliance date.
2. Except as otherwise allowed by this Permit, a minimum 2-foot freeboard shall be maintained in all ponds to avoid overtopping.
3. The use of any beneficiation chemical not approved in writing by the Division is prohibited.

4. The beneficiation of material other than that derived from sources within the boundaries of the May Claim must be approved in writing by the Division. Approval may require characterization of any new source material, modification of Permit monitoring requirements, and payment of Permit modification fees.
5. Use of make-up water from a source other than the Hot Spring Fish Pond, which was characterized in the Permit application, must be approved in writing by the Division. Approval may require characterization of any new source, modification of Permit monitoring requirements, and payment of Permit modification fees.

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

- H. The facility shall maintain automated or manual calibrated rain and snow gauge, which shall be monitored every day the site is manned to record precipitation (inches of water, including snow water equivalent). A written and/or electronic record of precipitation data, and any other weather data required in Part I.D, shall be maintained on site and shall be submitted to the Division upon request, with each Permit renewal application, and pursuant to Parts II.B.1 and II.B.2, as applicable, in a Division-approved electronic format.
- I. The Permittee shall inspect all control devices, systems, and facilities weekly, and during (when possible) and after major storm events. These inspections are performed to detect evidence of:
  1. Deterioration, malfunction, or improper operation of control or monitoring systems;
  2. Sudden changes in the data of any monitoring device; and
  3. Severe erosion or other signs of deterioration in dikes, diversions, closure covers, or other containment devices.
- J. Prior to initiating permanent closure activities at the facility, or any process component or other source within the facility, the Permittee must have an approved final plan for permanent closure.
- K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.
- L. The Permittee shall not dispose of or treat Petroleum-Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.
- M. When performing dust suppression activities, the Permittee shall use best management practices and appropriate selection of water source and additives to prevent degradation of waters of the State. If a dust suppressant exceeds a water

quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.

N. Continuing Investigations: None Required

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he or she determines good and valid cause (such as an act of God, a labor strike, materials shortage or other event over which Permittee has little or no control) exists for such revision.
2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, or systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.
3. Whenever the Permittee becomes aware that he or she failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action

B. Reporting Requirements

1. The Permittee shall submit quarterly reports which are due to the Division on or before the 28<sup>th</sup> day of the month following the quarter and must contain the following:
  - a. Analytical results of the water quality sample collected from the monitoring location identified in Part I.D.2, reported on NDEP Form 0190 or equivalent;
  - b. A record of releases, and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent; and
  - c. A brief summary of site operations, including dates of operation.

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

2. The Permittee shall submit an annual report by February 28<sup>th</sup> of each year, for the preceding calendar year, which contains the following:

- a. Analytical results for the water quality sample collected from the Make-up Water supply location identified in Part I.D.1, reported on NDEP Form 0190 or equivalent;
  - b. Analytical results of the MWMP testing for the materials identified in Part I.D.3, reported on NDEP Form 0190 or equivalent;
  - c. A synopsis of releases on NDEP Form 0390 or equivalent;
  - d. A brief summary of site operations, including the number of tons of ore mined during the year, construction and expansion activities, and any major problems with the fluid management system;
  - e. A table of total monthly precipitation amounts and other weather data, as applicable, recorded in accordance with Part I.H, reported for either a five-year history previous to the date of submittal or the history since the initial Permit issuance, whichever is shorter;
  - f. An updated version of the facility monitoring and sampling procedures and protocols;
  - g. An updated evaluation of the closure plan using specific characterization data for each process component with respect to achieving stabilization; and
  - h. Graphs of pH, total dissolved solids (TDS), sulfate, chloride, nitrate + nitrite (as N), aluminum, fluoride, zinc, and arsenic concentration, versus time for all fluid sampling points. These tables shall display a five-year history previous to the date of submittal or the history since the initial Permit, whichever is shorter. Additional parameters may be required by the Division if deemed necessary.
3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.
- a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b.
  - b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.



- c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
  - d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least 3 cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.
4. The Permittee shall report to the Administrator any noncompliance with the Permit.
- a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:
    - i. Name, address, and telephone number of the owner or operator;
    - ii. Name, address, and telephone number of the facility;
    - iii. Date, time, and type of incident, condition, or circumstance;
    - iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;
    - v. Human and animal mortality or injury;
    - vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and
    - vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.
  - b. A written summary shall be provided within 10 days of the time the Permittee makes the oral report. The written summary shall contain:
    - i. A description of the incident and its cause;

- ii. The periods of the incident (including exact dates and times);
  - iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;
  - iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and
  - v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.
- c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:
- i. Determine the effect and extent of each incident;
  - ii. Minimize any potential impact to the waters of the State arising from each incident;
  - iii. Minimize the effect of each incident upon domestic animals and all wildlife; and
  - iv. Minimize the endangerment of the public health and safety which arises from each incident.
- d. If required by the Division, the Permittee shall submit, as soon as reasonably practicable, a final written report summarizing any related actions, assessments, or evaluations not included in the report required in Part II.B.4.b., and including any other information necessary to determine and minimize the potential for degradation of waters of the State and the impact to human health and the environment. Submittal of the final report does not relieve the Permittee from any additional actions, assessments, or evaluations that may be required by the Division.

#### C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure and post closure monitoring are complete. Therefore, unless permanent closure and post closure monitoring have been completed, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.
2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying,

revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.

5. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
6. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
7. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
8. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

#### D. Division Authority

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

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

#### E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:

- a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
  - b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
  4. Standard environmental monitoring chain of custody procedures must be followed.
  5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, laboratory reference numbers, and sample dates, and for the electronic version of each report only, include all associated laboratory analytical reports, including test results, test methods, chain-of-custody forms, and quality assurance/quality control documentation.
  6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and be reliable to at least two significant digits. The analytical methods used must have a practical quantitation limit (PQL) equal to or less than one-half the reference value for Profile I parameters. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division. Unless otherwise approved by the Division, analytical results that are less than the PQL shall be reported quantitatively by listing the PQL value preceded by the "<" symbol.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, plan to construct a new process component, or proposed change to Permit requirements must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.415, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not commence, nor shall a change to the Permit be effective, until written Division approval is obtained.
2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as

process components and require engineered containment as well as Permit modification.

3. The Permittee shall notify the Division in writing at least 30 days before the introduction of process solution into a new process component or into an existing process component that has been materially modified, or of the intent to commence active operation of that process component. Before introducing process solution or commencing active operation, the Permittee shall obtain written authorization from the Division.
4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification, or any proposed change to Permit requirements, as to whether it is considered a Permit modification, and if so, what type.
5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: Natasha Zittel

Date: 4 September 2018

Revision 00: 2018 Renewal



## FACT SHEET

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

Permittee Name: **Red Widow Mining Company, Inc.**

Project Name: **May Turquoise Mine**

Permit Number: **NEV2008102**

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

### **A. Location and General Description**

**Location:** The **May Turquoise Mine** is located on the west side of Crescent Valley, along the eastern pediment of the Shoshone Range, in the Bullion Mining District of east central Lander County, Nevada, within a portion of the southwest  $\frac{1}{4}$  of Section 28, Township 29 North, Range 47 East, Mount Diablo Baseline and Meridian, approximately 6 miles southwest of the town of Crescent Valley. The Project may be accessed by traveling approximately 40 miles west from Elko, on Interstate Highway 80, to the Beowawe interchange exit #261; then southwest on paved Nevada State Route 306 approximately 26 miles, through the communities of Beowawe and Crescent Valley, to Indian Creek; continuing west approximately 2 miles on a dirt road along Indian Creek; and then north about 1 mile on a dirt road to the Project site.

**General Description:** The Project is permitted as a physical separation facility in accordance with Nevada Administrative Code 445A.414 to extract turquoise-bearing material from an existing small open pit. Production will be weather dependent and will total less than 10,000 tons of turquoise ore per year. Portable equipment will be used for beneficiation. No chemicals are approved for use in the process and make-up water will be transported to the site and recovered from the process in clay-lined ponds prior to recirculation through the process circuit. The proposed Project will create approximately 1.5 acres of new surface disturbance over an estimated mine life of 10 years.

### **B. Synopsis**

The entire project is within the May claim on public land administered by the Bureau of Land Management, Battle Mountain District Office. The May Turquoise Mine was originally operated in the 1960's by Elmer Shroeder. The new mining operation proposed, by Red Widow Mining Company, Inc. (the Permittee), will consist of expanding the existing open pit using 30-pound and 90-pound jackhammers and possibly a bulldozer. No blasting of pit material is anticipated. Ore and waste rock will be removed from the pit floor with a backhoe. Over the life of the proposed operation, the pit footprint will be expanded, as a lay-back into the hillside, from approximately 0.3 acres to about 0.9 acres. The May Turquoise Mine

will be operated seasonally, at a rate of less than 10,000 tons of turquoise ore per year.

Waste rock will be placed adjacent to an existing waste rock storage facility (WRSF) located immediately southeast of the open pit. During the proposed project life, the footprint of the existing WRSF is anticipated to increase from approximately 0.4 acres to approximately 0.9 acres. The maximum height of the WRSF is anticipated to reach 30 feet. The WRSF slopes will be re-graded to 3 horizontal to 1 vertical at closure. Meteoric Water Mobility Procedure, Profile I analytical results for an ore sample indicate a slight exceedance of Profile I reference values for aluminum and arsenic. Data from adjacent sites indicate these constituents occur at naturally elevated concentrations in regional background samples. Based on the analytical test results provided and the depth to groundwater in the area (see below), the ore and waste are not anticipated to pose a potential to degrade waters of the State.

Ore will be fed with the backhoe to a portable trommel located within the open pit. The trommel has a design capacity of 15 cubic yards per hour. Make-up water to rinse the ore is transported to the site and stored in a 5,000-gallon water truck, and is fed to the trommel at a rate of approximately 100 gallons per minute (gpm). No chemicals are approved for use in the process.

The coarse ore fraction will be carried from the trommel on a 40-foot long conveyor to the hand-sorting area where the turquoise will be collected. Process water and fine reject material will discharge from the trommel through a chute to a Settling Pond where the suspended solids can settle out.

The approved Settling Pond measures approximately 15 feet wide, 10 feet long, and 5 feet deep. The native soils exhibit percolation rates ranging from  $7 \times 10^{-4}$  centimeter per second (cm/sec) to  $1.6 \times 10^{-8}$  cm/sec. Confirmation of the permeability during construction is not required by the Division. Additionally, the pond will include a 3- to 4-inch thick layer of bentonite clay as an amendment to minimize fluid loss from the pond for recirculation in the process.

From the Settling Pond, the clarified process water will decant to the Recirculation Pond. The proposed Recirculation Pond measures approximately 15 feet wide, 10 feet long, and 5 feet deep. Like the Settling Pond, the Recirculation Pond will include a 3- to 4-inch thick layer of bentonite clay to minimize fluid loss. Make-up water can be added at the pond prior to pumping, at a rate of up to 100 gpm, back into the process circuit at the trommel.

Coarse reject material from the turquoise hand-sorting operation and fines material removed from the Settling Pond will be placed on the WRSF with the backhoe. No backfilling of the open pit is anticipated, although historic underground workings that may be encountered during open pit mining will be backfilled at closure.

Operations will generally cease during winter due to lack of site access. During any temporary closure period, the ponds will be emptied where practical and the trommel and other portable equipment will be removed from the site. The access road will be bermed to prevent public access.

A stormwater diversion will be constructed upgradient of the open pit to divert any stormwater surface flow away from the approved facility. Other Best Management Practices will be incorporated as necessary to protect the integrity of the facility and to prevent degradation of waters of the state.

C. **Receiving Water Characteristics**

There are no surface waters within one-half mile downgradient of the project area. The nearest surface water is Indian Creek, which is located 1 mile to the south and exhibits ephemeral flow.

The closest downgradient groundwater well is located 1.5 miles to the east and the next closest is approximately 2 miles to the southeast. Static water levels in the wells have been measured at 162 and 176 feet below ground surface (bgs), respectively. Based on the available information, groundwater in the Project area is estimated to be at a depth of at least 150 to 200 feet bgs.

Until a nearby water source can be obtained, make-up water will be transported from the Hot Spring Fish Pond located in Crescent Valley approximately 10 miles away by air. Analysis of the water for the NDEP Profile I constituents reports the water has a slightly alkaline pH and elevated fluoride. Regional water quality data in Division files indicates fluoride at elevated levels is a natural occurrence in local groundwater.

D. **Procedures for Public Comment**

The Notice of the Division's intent to issue a Permit authorizing the facility to construct, operate, and close, subject to the conditions within the Permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must

indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

**E. Proposed Determination**

The Division has made the tentative determination to issue the renewed Permit.

**F. Proposed Limitations, Schedule of Compliance, Monitoring, Special Conditions**

See Section I of the Permit.

**G. Rationale for Permit Requirements**

The facility is located in an area where annual evaporation is greater than annual precipitation. Therefore, it must operate under a standard of performance which authorizes no discharge(s) except for those accumulations resulting from a storm event beyond that required by design for containment.

The primary method for identification of escaping process solution will be placed on required routine monitoring of the process water. Specific monitoring requirements can be found in the Water Pollution Control Permit.

**H. Federal Migratory Bird Treaty Act**

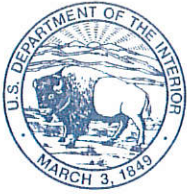
Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service (the Service) is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These

approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Natasha Zittel  
Date: 4 September 2018  
Revision 00: 2018 Renewal





# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Mount Lewis Field Office  
50 Bastian Road  
Battle Mountain, Nevada 89820  
Phone: 775-635-4000 Fax: 775-635-4034  
[www.blm.gov/nv](http://www.blm.gov/nv)

In Reply Refer To:  
3809 (NVB0100)  
NVN-096144

SEP 07 2018

Dear Interested Public:

The Bureau of Land Management (BLM), Mount Lewis Field Office has issued a Decision and Finding of No Significant Impact (FONSI) for the Environmental Assessment (EA) U.S. Gold Corporations' Keystone Exploration Project (NVN-096144). The Decision of the Mount Lewis Field Manager is to select the Proposed Action inclusive of applicant committed environmental protection measures contained in the Plan of Operations as the BLM's Preferred Alternative.

U.S. Gold Corporation submitted a final Plan to BLM in August 2018 proposing to conduct surface exploration drilling operations on its Keystone Exploration Project (Project) to explore for precious metal mineral resources on public and private lands located in Eureka County, Nevada. The Proposed Action would consist of constructing access roads and drill sites, using a truck- or track-mounted drill rig to drill core and reverse circulation (RC) holes, and reclaiming disturbed areas including plugging and abandoning the drill holes.

The EA was made available for a 34-day public comment period ending on August 21, 2018. Notifications of the availability of the EA were sent to persons and agencies on the Project mailing list and the EA was posted on the Battle Mountain District ePlanning webpage. Additionally, the BLM issued a press release the same day providing a link to the EA and instructions on how to comment. Comment letters were received from the public and were evaluated and considered by the BLM during the decision making process. The BLM reviewed and considered these comments and determined that they did not identify or present any significant new information or changed circumstances that would warrant additional NEPA analysis. Minor corrections or updates to the EA were made as a result of these non-substantive comments.

The Decision Record, FONSI, and EA are available on the NEPA ePlanning webpage at: <https://go.usa.gov/xU5up>. A hardcopy of these documents is available for review at the Battle Mountain District Office during regular business hours 7:30 am to 4:30 pm Monday through Friday, except federal holidays, or will be provided upon request.

For questions regarding this EA please contact Kevin Hurrell, Planning and Environmental Coordinator, 50 Bastian Road, Battle Mountain, NV 89820 or email [khurrell@blm.gov](mailto:khurrell@blm.gov).

Sincerely,

Jon D. Sherve  
Field Manager,  
Mount Lewis Field Office



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Mount Lewis Field Office  
50 Bastian Road  
Battle Mountain, Nevada 89820  
Phone: 775-635-4000 Fax: 775-635-4034  
<https://www.blm.gov/nevada>

In Reply Refer To:  
3809 (NVB0100)  
NVN-095365

SEP 05 2018

Dear Interested Public:

The Bureau of Land Management, Mount Lewis Field Office, has completed its analysis of NuLegacy Gold Corporation's (NUG) Avocado Exploration Project and has provided the Environmental Assessment for a 15-day public comment period.

NuLegacy Gold is proposing to conduct surface exploration drilling operations on its Avocado Exploration Project to explore for precious metal mineral resources on public lands located in Eureka County, Nevada, approximately 80 miles southeast of Battle Mountain.

The Environmental Assessment included coordination with the Nevada Department of Wildlife, EPA, and the U.S. Fish and Wildlife Service and other interested parties and stakeholders. The EA examined the range of potential issues such as soils, water resources, air quality, hazardous or solid wastes, vegetation, grazing, noise, visual resources, invasive and non-native species, wetlands and riparian zones, wildlife, migratory birds, special status species, recreation, wilderness, and cumulative effects.

The EA and other relevant documents are available on the BLM ePlanning webpage at <https://go.usa.gov/xPcdx> and hardcopies of these documents are available for review at the MLFO at the above address during regular business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.

If you have any questions or require clarification on this EA, please call Kevin Hurrell, Planning and Environmental Coordinator at (775) 635-4000.

Sincerely,

Jon D. Sherve  
Field Manager  
Mount Lewis Field Office