

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding budget review, contracts, financial update and other matters properly relating thereto.

Public comment.

Background:

Lander County Finance Director Rogene Hill will give an update to the Commission regarding current year contracts, general financial operations of the County and other fiscal issues.

Recommended Action:

No specific action is necessary on this agenda item.

Rogene Hill
Lander County Finance Director



Memorandum

To: Lander County Commissioners

Date: November 8, 2012

Re: COUNTY CONTRACTS

FYI

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

	STATUS:
1. AT&T 911 Emergency	06/30/2012
2. B.M. Gen. Hospital (Food Service)	06/30/2012
3. Mueller Land & Cattle Co.	06/30/2012
4. Washoe Co. Sheriff	06/30/2012
5. Dr. John Peters	10/31/2012
6. The Furman Group (Lobbyist for the Levee)	11/30/2012
7. Charles Cockerill (Labor Attorney)	12/01/2012
8. St. of NV Dept. of Trans/Striping	12/31/2012

Contracts coming up:

	Expiration Date:
1. LC Assessor & Carson City Assessor	02/01/2013
2. William Schaeffer-Public Defender	04/01/2013
3. Kingston Rec. Public Purpose	04/28/2013
4. Austin Roping Club	06/15/2013
5. B.M. Raceway Stock Car Assoc.	06/15/2013
6. LC School Food Services - Austin	06/30/2013
7. LCHD (EMS)	06/30/2013
8. Ted Herrera/Public Defender	06/30/2013
9. DMV Interlocal Contract	06/30/2013
10. Elko Library (They do Contract)	06/30/2013
11. Elko Inc. (Coach USA) (Mt. Lewis)	06/30/2013
12. John Davis Trucking (Mt. Lewis)	06/30/2013
13. Public Health Nurse (They do Contract)	06/30/2013

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

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

Public comment.

Background:

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

Recommended Action:

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

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding award of bid for a used self-propelled road sweeper in an amount not to exceed \$40,000.00 and other matters properly related thereto.

Public comment.

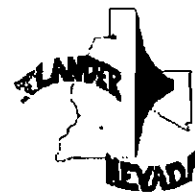
Background:

The Schedule of Bids Received for a used self-propelled road sweeper, in an amount not to exceed \$40,000.00, is presented for Commission consideration.

Lander County Road and Bridge South Foreman Bartolo Ramos will present the bids received and make a recommendation to the Commission for award of bid.

Recommended Action:

Road and Bridge South Foreman Bartolo Ramos will make a recommendation to the Commission for award of bid for a used self-propelled road sweeper, in an amount not to exceed \$40,000.00.



AGENDA REQUEST FORM
COMMISSIONER MEETING DATE: Nov. 8, 2012

NAME: Bert Ramos REPRESENTING Lander County R & B AustinADDRESS: P.O. Box 63 200 Main St. Austin, NV 89310PHONE (H): _____ (W): 775-455-6860 (FAX): 775-964-1060WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-455-6860WHO WILL BE ATTENDING THE MEETING: Bert RamosJOB TITLE: Foreman

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:

Bids for **Used Self-Propelled Road Sweeper** to be purchased by Lander County Road & Bridge South

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

Award bid

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST:

YES X NO AMOUNT: not to exceed \$40,000.00HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?
WHEN? _____YES NO X

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

YES X NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?

YES X NO

FOR REVIEW BY:

AIRPORT _____
AMBULANCE _____
ARGENTA J. P. _____
ASSESSOR _____
AUSTIN J. P. _____
CLERK _____
COMM. DEVT. _____DIST. ATTY. _____
EXE. DIR. _____
FIRE _____
GOLF _____
PARKS & REC. _____
PUBLIC WORKS _____
RECORDER _____SENIOR CTR. _____
SHERIFF _____
SOCIAL SVC. _____
TREASURER _____
W & S _____
OTHER R & B South

**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.....

DATE: 10-29-2012

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

3

BIDS RECEIVED
NEW OR USED SELF PROPELLED ROAD SWEEPER
AUSTIN ROAD & BRIDGE
TO BE RECEIVED BY OCTOBER 15, 2012 @ 2:00 P.M.

NO	DATE	NAME/BIDDER	BID AMOUNT	BID BOND YES/NO
1	10/15/12	John Deere	28,750 ⁰⁰	
2	10/15/12	Cashman	45,024 ⁰⁰	
3	10/15/12	MetroQuip (1) 2008	38,520 ⁰⁰	
4	10/15/12	MetroQuip (2) 2012	43,520 ⁰⁰	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

DATE OCTOBER 15, 2012
 OPENED BY:

Cathy Myers
Mary Ann May



MACHINERY

Lander County Road Dept.
200 Main St
Austin, NV 89310
Phone: 775-945-1245

October 12, 2012

2010 Superior Broom Mfg. DT80J Sweeper

Serial Number: 811167 Current Hours: 664

DT80J Self Propelled Broom
Pressurized Cab w/ AC, Heat, and Defroster
Front and Rear Windshield Washers and Wipers
Suspension Seat
West Coast Mirrors
Light Group
80hp John Deere Diesel Engine
Rotary Engine Pre-Cleaner
Stack Extension
96" Poly Tube Brush
170 Gallon Water System
Vandalism Prevention Locks
Strobe Light
Parts and Operator's Manuals

Warranty: 1 Year or 1,000 Hours

Sale Price, FOB Austin, NV:

\$28,750.00

Thanks for the opportunity to quote this sweeper! Please let me know if you have any questions or would like to discuss.

Sincerely,

Aaron Lanka
Pape' Machinery, Inc.
1255 Spice Island Dr.
Sparks, NV 89431
(775) 846-7484 cell
alanka@papemachinery.com

www.papemachinery.com

PURCHASE

**NEW OR USED
SELF PROPELLED
ROAD SWEEPER**

Lander County
Nevada

October 2012

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BID SPECIFICATION

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INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of Lander County Commissioners is accepting sealed bids for a **"New or Used Self propelled Road Sweeper "** for the Lander County Road Department, Austin, Nevada. All prices shall be F.O.B. **200 Main Street Austin, Nevada** and delivery shall be made 90 days after notice to proceed.

Sealed bids must be **received by 2:00 P.M. on October 15, 2012** at the Office of the Lander County Clerk, 315 S. Humboldt Street, Battle Mountain, Nevada 89820. All bids must be submitted in a sealed envelope plainly marked **"New or Used Self Propelled Road Sweeper"**. Lander County reserves the right to refuse any and all bids. Bids received after 2:00 P.M. will not be considered. Telephone, telegraph or faxed bids will not be accepted.

Terms and conditions regarding this bid may be obtained from the office of the Lander County Road & Bridge Department, 200 Main St, Austin, Nevada. For further information, contact Bert Ramos, Road & Bridge Foreman at (775) 964-1245.

/s/Sadie Sullivan

Lander County Clerk and Ex-Officio Clerk of the
Board of Lander County Commissioners

Publish: October 3, 2012 and October 10, 2012

INFORMATION FOR BIDDERS

1. PREPARATION OF BID

- a. Bidders are expected to examine the drawings, specifications and all instructions. Failure to do so will be at the bidder's risk.
- b. Any irregularities or lack of clarity in the invitation should be brought to the attention of the **Road & Bridge Foreman** as soon as possible so that corrective addenda may be furnished to all bidders.
- c. The bidder shall sign, print or type the bidding firm's name on his bid, and each continuation sheet on which he makes an entry. The person signing the bid must be a properly authorized representative of the bidding firm.
- d. Erasures or other changes must be initialed by the signer of the bid.
- e. Alterations, modifications or variations to this bid may not be considered unless authorized by the invitation or by addendum.
- f. When a unit price is requested, such unit price shall be shown and shall include packing unless otherwise specified.
- g. All equipment or supplies shall be new and of the manufacturer's current model unless otherwise specified.
- h. When not otherwise specified, bidder must state time of proposed delivery. Delivery time stated in number of calendar days shall include Sundays and holidays. Delivery time shall be considered in making awards.
- i. Bidders are urged to proofread their bids carefully for any errors.
- j. The use of the name of a manufacturer or of a model (product) in the specifications does not restrict bidders to that manufacturer's product or equipment. This method is used merely to indicate the particular type, design, character or quality of the article desired. Bids will be considered on products of other manufacturers and on other models provided they conform to the requirements specified.
- k. In the event of an error in extension, unit price shall prevail.
- l. The price(s) and amount of this bid must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, bidder or potential bidder. Complementary bids are illegal and prohibited.
- m. No attempt may be made at any time to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid. All bids must be made in good faith and without collusion.
- n. Bidder understands and acknowledges that the representations above are material and important, and shall be relied on by the County of Lander in awarding the contract(s) for which this bid is submitted. Any misrepresentation hereinabove is and shall be treated as fraudulent concealment from the County of Lander of the true facts relating to the submission of bids for this contract.
- o. All days referenced are calendar days.

2. SUBMISSION OF BIDS

- a. Bids from employees of the County of Lander shall NOT be considered.
- b. Bids and addenda thereto shall be enclosed in sealed envelopes, marked as indicated in the invitation to bid, addressed to the Lander County Clerk, 315 South Humboldt, Battle Mountain, Nevada, 89820, with the name and address of the bidder, date of opening, and the invitation number on the face of the envelope. Telegraph, telephone or facsimile bids shall NOT be considered.

3. NO BID -- NO RESPONSE

- a. Three "No Bids/No Responses" will automatically remove your name from any mailing list.

4. WITHDRAWAL OF BIDS

- a. Bids may be withdrawn only by written notice received prior to the bid opening time.
- b. Withdrawals received after the bid opening time shall not be considered.

5. LATE BIDS

- a. Bids received after the advertised bid deadline shall not be considered.

6. AWARD OF CONTRACT

- a. The contract shall be awarded to that responsible bidder whose bid conforms to the *Invitation and whose bid is most advantageous to the County, price and other factors* considered.
- b. The County reserves the right to reject any and all bids.
- c. The County may accept any item or group of items of any bid unless the bidder qualifies his bid by specific limitations.
- d. A signed Lander County purchase order, mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid, is a binding contract without further action by either party.
- e. Purchase orders issued as a result of this bid shall be processed for payment as each order is delivered complete.

7. DEFAULT OF CONTRACT

- a. In case of default of the contractor, the County may procure the articles or service from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- b. If public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.
- c. Default by the bidder in any manner including failure or refusal to furnish any item or items at the price AND/OR TIME specified in the bid shall be considered cause for the Commissioners, to remove the bidder from the approved bidders list for not less than 6 months nor more than one year AND retain the bid security posted for the contract.

8. APPEAL BY UNSUCCESSFUL BIDDER

- a. Any unsuccessful bidder may file a notice of appeal within 10 days of award as entered on the bid record by posting bond with good and solvent surety in an amount equal to 25 percent of the successful bid submitted. A bond must be furnished by a surety authorized to do business in the State of Nevada. The notice of appeal must include a written statement of the issues to be addressed on appeal. Within 20 days after receipt of the notice of appeal, the board of commissioners shall hold an informal hearing on the appeal and may cancel the award based on the finding that the bid was incorrectly awarded. Any such cancellation requires re-advertising for bids and a new award under the provisions of NRS chapter 332. Notice of the hearing on the appeal shall be provided to

both the successful bidder and the unsuccessful bidder filing the protest by mailing a certified letter to each party at least 10 days prior to the scheduled date of the hearing. The time and place for the meeting shall be at the sole discretion of the board of county commissioners. The format for the commission meeting to hear the appeal shall be conducted in a manner satisfactory to the chair of the board of county commissioners. The successful bidder and the unsuccessful bidder as well as county staff will be allowed to be heard and present information as directed by the chair.

- b. The board of county commissioners may withhold an amount from the bond posted by the unsuccessful bidder to cover the costs incurred by the board in hearing the appeal, if the original decision to award is upheld. The amount is at the discretion of the board of county commissioners. If the appeal is upheld and the award is canceled, the bond posted with the notice of appeal will be returned to the person who posted the bond.
- c. The decision and finding of the board of county commissioners is final and all further disputes regarding the matter of the award or amount withheld from the bond to cover the costs of hearing the appeal shall be resolved in a court of competent jurisdiction.
- d. Any notice of appeal under the provisions of this section operates as a stay of action in relation to any contract under such award until a determination is made by the board of county commissioners following the informal hearing prescribed herein. Such stay of action will be lifted if the board rejects the appeal and upholds the award. Any further stay of action must be pursued by the unsuccessful bidder through an action brought in a court of competent jurisdiction.

GENERAL SPECIFICATIONS

It is the intent of these specifications to describe a "New or used Self propelled Road Sweeper" in sufficient detail to assure that product reliability, design integrity, technical soundness and performance is provided. The unit provided shall be new or used, as specified, of current manufacture, and the model and series must have been in production a minimum of five (5) years. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is normally provided to the trade in general.

The unit shall be delivered completely assembled, serviced and ready to operate. The bidder shall have a qualified service representative in attendance with the unit during start up operation to make any adjustments and give instruction to assure proper operation of the equipment.

The unit shall be warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery.

The unit bid shall be a "New or Used Self propelled Road Sweeper".

COMPLIANCE TO SPECIFICATIONS

The bidder shall indicate his compliance with a "Yes" or non-compliance with a "No" for each line item specification. Any space left blank shall be considered non-compliance. Any deviations from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the bidder, but no deviation below "minimum" specifications will be accepted.

Engine

NO Rear mounted for better visibility. Minimum 276 cubic inch (4.4 liter), ~~82-HP diesel~~ at 2600 RPM. Tier III compliant diesel engine. Air cleaner to be dual element dry-type with pre-cleaner at cab height, 12-volt electrical system, 85 ampere alternator and ~~950 CCA~~ battery. Also equipped with an ignition key start, variable speed governor. Engine shall be completely covered with hinged solid metal cover that has a lockable option.

80HP

800 CCA

Instruments

YES

All gauges to be assembled on a common dash with easy visibility from operator's seat. To include hour meter, tachometer, oil pressure, water temperature and fuel gauge. Traffic horn with horn button and a minimum of 95 decibel reverse alarm.

Frame

YES All shall be solid weld heavy structural steel, minimum 6" tube style front and rear bumpers. Rollover protection structure tested to SAE J1040 standards and canopy with rear view mirror.

Steering

YES Shall be open center orbital type power steering unit, with power beyond and dead steering capabilities.

Wheels

YES All wheels must interchange front and rear.

Brakes

YES Shall be self-adjusting hydraulic drum on rear axle and disc on front axle, with dual master cylinder, for safety backup. A mechanical type parking brake with indicator light shall be furnished.

Weight

The weight of the unit excluding optional equipment shall be a minimum of 5,000 pounds.

OVERALL LENGTH

YES 172 Inches

OVERALL HEIGHT

NO Shall be ~~102~~ inches including ROPS and cab. 103"

OVERALL WIDTH

NO Shall be a maximum of ~~96~~ inches for transport. 100"

RADIUS

YES Maximum inside turning radius of 13.5 feet.

BRUSH CORE

NO Shall be steel constructed for use with 32" diameter wafer type brush segments, filled with polypropylene wafers or combination steel wire and polypropylene wafers. Brush to be powered by hydraulic motor independent of travel speed, with direct drive motor located inside brush core. A heavy-duty shock absorber to be installed on core support frame to maintain core balance. Rubber shield shall be provided to deflect flying debris from damaging other parts of the sweeper. Brush assembly shall have a wrap-around type of 16 gauge metal shield the length of brush core and covering 140 degrees.

12 ga.

SWEEPING ANGLE

YES Unit shall be capable of sweeping angles from 45 degrees left to 45 degrees right.

BRUSH MOUNTING

YES Bush shall be mounted in such a manner that it is "pulled" permitting it to "float" through a range of 15 inches to follow the contour of the pavement plus able to be locked in any position, for extra heavy sweeping.

OPERATOR CONTROLS

YES Joystick control shall be conveniently located on operator's station and it shall include the following controls for the brush: stop, raise, lower, float or lock in any desired position. A single control lever will activate brush rotation. Any optional equipment controls, including throttle, shall be located conveniently to the operator.

FRONT AXLE

YES The front axle shall be oscillating type. Axle shall be mounted to a heavy-duty bolster, which oscillates on a center-mounted pin, connected to the front bumper.

MANUALS

YES A Parts Book and complete Operator's Instruction Manual will be provided.

WARRANTY

YES Manufacturer warrants each broom against operational failure caused by defective material or faulty workmanship that occur during normal use and operation within one year, or 1000 hours for date of purchase, with the exception of municipal purchases, which are warrantable for one year, with unlimited hours.

YES (ALL) STANDARD EQUIPMENT

- Lights including two headlamps, stop, tail and turn signals with controller and flasher (including 4-way flashers).
- Amber beacon or strobe light.
- Cab with heavy duty tinted safety glass, two full view doors (one on each side), door locks, windshield wiper, padded insulation, floor mat, rollover protection structure, heater and defroster fan, windshield washer, pressurized air conditioner and West Coast mirrors. Deluxe suspension seat with gas shock absorbing. Additionally, any openings on the floor of the cab must be sealed, with a rubber boot, rubber grommet or like material to inhibit dust from entering.
- Brush watering attachment shall have an 8' galvanized spray bar and electric pump, with 100-mesh strainer, 8 spray nozzles and back-flow valve to prevent drainage when not in use. Tank to be 150-gallon low profile polyethylene tank, with vented filler cap.
- Brush watering attachment shall have an 8' galvanized spray bar and electric pump, with 100-mesh strainer, 8 spray nozzles and back-flow valve to prevent drainage when not in use. Tank to be 150-gallon low profile polyethylene tank, with vented filler cap.
- Air conditioning system shall have a condenser mounted inside the hood on the outside of the radiator. Air conditioner must have an exterior remote filter system. AC system shall incorporate a pressurized system with a blower fan.

See Attached.

OPTIONAL EQUIPMENT

- Front scraper blade to be 7 1/2 feet in width by 25 inches in height and hydraulic angle 22 degrees left to right, with hydraulic lift and float. A hydraulic two-spool control valve to be mounted inside cab, within easy reach of the operator. Moldboard to be equipped with a replaceable 6 inch cutting edge, three adjustable heavy-duty trip springs and quick couplers on hydraulic lines. Due to the additional weight from the scraper blade, bidders will provide certification on rollover protection structure, in accordance with SAE J1040.
- Curb and gutter brush attachment
- Tilt and telescoping steering column
- Hand Control for forward and reverse
- Variable speed brush control
- Spare tire with mount
- Tow bar with safety chains
- Audible engine alarm
- Heavy-duty rear axle
- AM/FM/CD radio

BID SPECIFICATION

The undersigned hereby agrees that the price as bid includes all of the above specifications, including exceptions noted by the bidder. This specification sheet must be signed below by an authorized employee, in order to receive consideration.

All Bid Prices – F.O.B. Battle Mountain, Nevada.

Twenty eight thousand, seven hundred fifty dollars and 00/100
(Amount of bid written in words)

\$ 28,750.00

(Amount of bid in figures)

Arion Lauka

Authorized Signature

Pape Machinery, Inc.

Name of Firm

10-12-12

Date

Bid for: "New or Used Self Propelled Broom"
Due: October 15, 2012 @ 2:00pm

Exceptions:

Engine

1.) Bid specifies 82hp and 950CCA.

The DT80J has 80hp and 800CCA.

Overall Height

1.) Bid specifies overall height of 102".

The DT80J is 103".

Overall Width

1.) Bid specifies overall width of 96".

The DT80J is 100".

Brush Core

1.) Bid specifies 16 gauge metal shield.

The DT80J metal shield is 12 gauge.

Optional Equipment:

These items, if not already included and installed on the unit bid, are available at the additional costs listed below. These prices do NOT include installation or shipping costs.

Front Scraper Blade:	\$4,200.00
Curb and Gutter Attachment:	\$4,115.00
Tilt and Telescoping Steering Column:	\$ 789.00
Hand Control for F-N-R Kit:	\$1,275.00
<hr/>	
Variable Speed Brush Control:	Already Included
Spare Tire and Mount:	\$ 360.00
Tow Bar w/ Safety Chains:	\$1,430.00
Audible Engine Alarm:	\$ 345.00
Heavy Duty Rear Axle:	Already Included
AM/FM/CD Radio:	\$ 700.00

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

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

Public comment.

Background:

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

Recommended Action:

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

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Public Works projects and other matters properly related thereto.

Public comment.

Background:

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

Recommended Action:

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

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion and update on Building Department projects and other matters properly related thereto.

Public comment.

Background:

Lander County Building Official Joe Lindsey will give an update to the Commission on Building Department projects and other matters related to Building Department functions.

Recommended Action:

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

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding status of Lander County Courthouse/Administration Building Project and other matters properly related thereto.

Public comment.

Background:

The status of Lander County Courthouse/Administration Building Project will be discussed by the Commission.

Recommended Action:

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

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Resolution No. 2012-23, a resolution directing the County Assessor to prepare and publish a list of all taxpayers on the secured tax roll in the County, and the total valuation of property on which they will severally pay taxes pursuant to NRS 361.300, and other matters properly related thereto.

Public comment.

Background:

Resolution No. 2012-23, a resolution directing the County Assessor to prepare and publish a list of all taxpayers on the secured tax roll in the County, and the total valuation of property on which they will severally pay taxes pursuant to NRS 361.300, is presented for Commission consideration.

The provisions of Nevada Revised Statutes (NRS) 361.300 require the County Assessor to annually prepare and publish a list of all taxpayers on the secured tax roll in the County, and the total valuation of property on which they will severally pay taxes.

Lander County Assessor Lura Duvall will present more detailed information to the Commission on this item.

Recommended Action:

It is recommended that the Commission pass and adopt Resolution No. 2012-23, a resolution directing the County Assessor to prepare and publish a list of all taxpayers on the secured tax roll in the County, and the total valuation of property on which they will severally pay taxes pursuant to NRS 361.300.

AGENDA REQUEST FORM

MEETING DATE: November 8, 2012

NAME: Lander County Assessor

ADDRESS: 315 S Humboldt Street, Battle Mountain, NV 89820

PHONE (H): N/A WORK: 635-2610 FAX: 635-5520

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: Lura Duvall

JOB TITLE: Assessor

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Resolution directing the County Assessor to prepare and publish the 2013/14 Secured Tax Roll.

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

Nevada Revised Statute 361.300, requires the Board of Commissioners, to direct the County Assessor, by Resolution, to public the 2013/14 Secured Tax Roll, prior to January 1, 2013.

I am requesting the Resolution to include the option of mailing or publishing the Tax roll, as prescribed by NRS.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST?

☐ YES

☐ NO

AMOUNT: N/A

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING?

☐ YES

☐ NO

WHEN? No

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING?

☐ YES

☐ NO

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?

☐ YES

☐ NO

FOR REVIEW BY:

CLERK _____
ASSESSOR _____
BUILDING _____
AIRPORT _____
ROAD & BRIDGE _____
PARKS DEPT. _____
FAIR & REC. _____

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

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

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

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



MEETING DATE: November 8, 2012

8

DOC # 0265323

11/09/2012

09:01 AM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 2

RPTT: Recorded By: BB

Book- 638 Page- 0504



0265323

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

**RESOLUTION 2012-23 DIRECTING THE COUNTY ASSESSOR TO PREPARE &
PUBLISH A LIST OF ALL TAXPAYERS ON SECURED TAX ROLL IN THE COUNTY**

TITLE OF DOCUMENT

This page added to provide additional information required by NRS 111.312 Section 1-2.

This cover page must be typed or printed.

**RESOLUTION NO. 2012-23****Of The Lander County Board of Commissioners****A RESOLUTION DIRECTING THE COUNTY ASSESSOR TO PREPARE AND PUBLISH
A LIST OF ALL TAXPAYERS ON THE SECURED TAX ROLL IN THE COUNTY, AND
THE TOTAL VALUATION OF PROPERTY ON WHICH THEY WILL SEVERALLY PAY
TAXES PURSUANT TO N.R.S. 361.300**

WHEREAS, Nevada Revised Statute requires that the County Assessor be directed by Board Resolution to prepare and publish the secured tax roll annually.

NOW, THEREFORE BE IT RESOLVED, that the Lander County Board of Commissioners does hereby direct the County Assessor to prepare and publish a list of all taxpayers on the 2013-14 secured tax roll in the County, and the total valuation of property on which they will severally pay taxes, pursuant to N.R.S. 361.300;

BE IT FURTHER RESOLVED, that the Lander County Board of Commissioners does hereby direct the County Assessor to cause such list and valuations to be published once on or before January 1st of the fiscal year in which assessments are made in a newspaper of general circulation in the County or by direct mailing; to publish the list of valuations at a public area of each Public Library or branch Library within the County and to publish the list of valuations on the County Website.

PASSED AND ADOPTED this 8th day of November, 2012.

THOSE VOTING AYE:

Commissioner Bullock

Commissioner Stenmentz

Commissioner Garner

Commissioner Mason

Commissioner Williams

THOSE VOTING NAY:**THOSE ABSENT:**


DEAN BULLOCK, CHAIR
LANDER COUNTY BOARD OF COMMISSIONERS

ATTEST:


SADIE SULLIVAN
LANDER COUNTY CLERK

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding the canvass of votes for the November 6, 2012 General Election.

Public comment

Background:

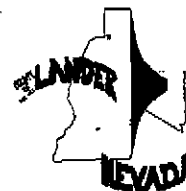
The Abstract of Votes for the November 6, 2012 General Election is presented for consideration by the Commission, pursuant to the provisions of Nevada Revised Statutes (NRS) 293.387.

The Board of County Commissioners is required, through NRS 293.387, to meet and canvass the returns from a General Election on or before the sixth working day following the election.

Lander County Clerk Sadie Sullivan will provide more detailed information to the Commission on this item.

Recommended Action:

It is recommended that the Commission canvass the Abstract of Votes of the November 6, 2012 General Election and authorize the Chairman and Vice-Chairman to sign the canvass.



AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: Nov 8, 2012NAME: Sadie Sullivan REPRESENTING: LC Clerk's OfficeADDRESS: 315 S. Humboldt, Battle Mountain, NVPHONE (H): _____ (W): 635-5738 (FAX): 635-0394

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING: Sadie SullivanJOB TITLE: ClerkSPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Canvas of the
Vote for 2012 General ElectionWHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? NAARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES _____ NO X
AMOUNT: _____HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO _____
WHEN? _____WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES X NO _____HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT HEAD?: YES X NO _____

FOR REVIEW BY:

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

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

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

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

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

Cathy MyersDATE: 10/19/12

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

**ABSTRACT OF THE VOTE
OF
LANDER COUNTY
STATE OF NEVADA**

POLLED AT THE GENERAL ELECTION

HELD

NOVEMBER 6, 2012

RELATING TO VOTES CAST FOR THE GENERAL ELECTION

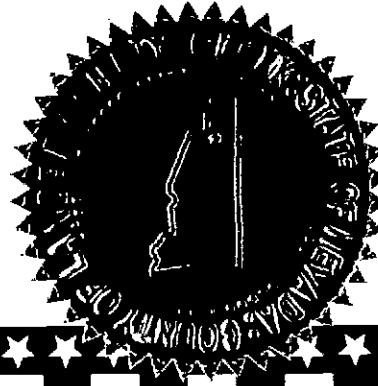
Filed NOVEMBER 6, 2012

STATE OF NEVADA)
COUNTY OF LANDER)

I, Sadie Sullivan, County Clerk of said County, do hereby certify the foregoing to be a full, true and correct Statement of the Vote of said County, polled at the General Election held November 6, 2012 relating to the votes cast for the General Election, and I hereby further certify that the whole number of votes cast in said County, and whole number of votes for each candidate is set forth as the total of each of the respective columns, as said statement appears entered in the Record of Proceedings of the Board of County Commissioners of Lander County, now in my custody.

Witness my hand and Official Seal this 6th day of November, 2012.

Sadie Sullivan, LANDER COUNTY CLERK



**CANVASS OF VOTES CAST
LANDER COUNTY, NEVADA
GENERAL ELECTION
NOVEMBER 6, 2012**

TOTAL OVERALL VOTERS BY PRECINCT

<u>PRECINCT</u>	<u>TOTAL REGISTERED</u>	<u>TOTAL VOTED</u>	<u>SPOILED BALLOTS</u>	<u>PERCENT</u>
ARGENTA 01	467	363	0	77.73%
ARGENTA 02	645	462	0	71.63%
ARGENTA 03	159	121	0	76.10%
ARGENTA 04	613	482	0	78.63%
ARGENTA 05	565	440	0	77.88%
SOUTHERN LANDER COUNTY 06	92	80	0	86.96%
AUSTIN 07	126	116	0	92.06%
GILLMAN SPRINGS RANCH 08	20	16	0	80.00%
KINGSTON 09	94	87	0	92.55%
PRECINCT 99				

TOTALS: 2,781 2,167 8 77.92%

TOTAL VOTES FOR ELECTION DAY

<u>PRECINCT</u>	<u>TOTAL REGISTERED</u>	<u>TOTAL VOTED</u>	<u>SPOILED/REJECTED BALLOTS</u>
ARGENTA 01	467	99	0
ARGENTA 02	645	148	0
ARGENTA 03	159	24	0
ARGENTA 04	321	128	0
ARGENTA 05	565	120	0

TOTALS: 2,157 519 0

TOTAL ABSENTEE VOTES

<u>PRECINCT</u>	<u>TOTAL REGISTERED</u>
ARGENTA 01	467
ARGENTA 02	645
ARGENTA 03	159
ARGENTA 04	321
AGRENTA 05	565

TOTALS: 2,157

<u>TOTAL VOTED</u>	<u>SPOILED BALLOTS</u>
13	0
35	0
16	0
37	2
28	1

129 3

TOTAL EARLY VOTES

<u>PRECINCT</u>	<u>TOTAL REGISTERED</u>
ARGENTA 01	467
ARGENTA 02	645
ARGENTA 03	159
ARGENTA 04	321
ARGENTA 05	565

TOTALS: 2,157

<u>TOTAL VOTED</u>	<u>SPOILED/REJECTED BALLOT</u>
253	0
277	0
81	0
321	0
290	0

1,222 0

TOTAL MAILING VOTES

<u>PRECINCT</u>	<u>TOTAL REGISTERED</u>
AUSTIN 06	92
AUSTIN 07	126
GILLMAN 08	20
KINGSTON 09	94

TOTALS: 332

<u>TOTAL VOTED</u>	<u>SPOILED/REJECTED BALLOT</u>
79	0
114	0
17	1
88	1

298 2

TOTAL PROVISIONAL VOTES

<u>PRECINCT</u>	<u>TOTAL REGISTERED</u>
PRECINCT 99	0

TOTALS: 0

<u>TOTAL VOTED</u>	<u>REJECTED BALLOTS</u>
0	0

0 0

ACCORDING TO N.R.S. 293.387 A CANVASS OF RETURNS BY COUNTY COMMISSIONERS: ABSTRACT OF VOTES AS SOON AS THE RETURNS FROM ALL THE PRECINCTS AND DISTRICTS IN ANY COUNTY HAVE BEEN RECEIVED BY THE BOARD OF COUNTY COMMISSIONERS, THE BOARD SHALL MEET AND CANVASS THE RETURNS. THE CANVASS MUST BE COMPLETED ON OR BEFORE THE SIXTH WORKING DAY FOLLOWING THE ELECTION.

NOTE: PLEASE SEE ATTACHED ELECTION RESULTS SHEETS FOR INDIVIDUAL RACES AND PRECINCTS

DATED THE 8TH DAY OF NOVEMBER, 2012

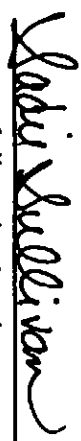
CHAIR, LANDER COUNTY BOARD OF COMMISSIONERS

COMMISSIONER

COMMISSIONER

COMMISSIONER

COMMISSIONER



Respectfully Submitted,
SADIE SULLIVAN
LANDER COUNTY CLERK

GENERAL ELECTION

November 6, 2012

Summary Report

Lander County

Lander2012GeneralSummaryReport

Registration & Turnout	2,781	Voters
Election Day Reporting Turnout	820	29.49%
Absentee Reporting Turnout	125	4.49%
Early Vote Reporting Turnout	1,222	43.94%
Total ...	2,167	77.92%

Pres/Vice Pres of the US	9/9	100.00%
IAP - GOODE, VIRGIL	23	1.06%
LIB - JOHNSON, GARY	11	0.51%
DEM - OBAMA, BARACK	534	24.67%
REP - ROMNEY, MITT	1,580	72.98%
NP - NONE OF THESE CANDIDATES	17	0.79%
Total ...	2,165	100.00%

U.S. Senator	9/9	100.00%
DEM - BERKLEY, SHELLEY	361	16.80%
REP - HELLER, DEAN	1,567	72.92%
IAP - VANDERBEEK, DAVID LORY	136	6.33%
NP - NONE OF THESE CANDIDATES	85	3.96%
Total ...	2,149	100.00%

Rep in Congress, District 2	9/9	100.00%
REP - AMODEI, MARK E.	1,514	71.89%
IAP - BEST, RUSSELL	85	4.04%
IND - HAINES, MICHAEL L.	108	5.13%
DEM - KOEPNICK, SAMUEL	399	18.95%
Total ...	2,106	100.00%

State Assembly Dist. 32	9/9	100.00%
REP - HANSEN, IRA	1,878	100.00%
Total ...	1,878	100.00%

County Comm Dist. NO. 3 (CW)	9/9	100.00%
REP - WAITS, PATSY A.	1,840	100.00%
Total ...	1,840	100.00%

County Comm Dist. NO. 4 (CW)	9/9	100.00%
REP - ALLAN, JUDIE A.	987	49.15%
REP - STIENMETZ, STEVEN	1,021	50.85%
Total ...	2,008	100.00%

Supreme Court Justice, Seat C	9/9	100.00%
NP - CHERRY, MICHAEL A.	1,519	77.46%
NP - NONE OF THESE CANDIDATES	442	22.54%
Total ...	1,961	100.00%

Supreme Court Justice, Seat F	9/9	100.00%
NP - DOUGLAS, MICHAEL L.	1,564	79.92%
NP - NONE OF THESE CANDIDATES	393	20.08%
Total ...	1,957	100.00%

Supreme Court Justice, Seat G	9/9	100.00%
NP - SAITTA, NANCY M.	1,536	78.61%
NP - NONE OF THESE CANDIDATES	418	21.39%
Total ...	1,954	100.00%

Univ. Board of Regents Dst 9	9/9	100.00%
NP - KNECHT, RON	929	49.57%
NP - MACKEDON, MICHON	945	50.43%
Total ...	1,874	100.00%

Member State Bd. Of Education Dist. 2	9/9	100.00%
NP - CLONTZ, DONNA	862	45.68%
NP - COOK, DAVE	1,025	54.32%
Total ...	1,887	100.00%

AUSTIN Justice of the Peace	4/4	100.00%
NP - SCHAEFFER, WILLIAM E. (BILL)	219	76.84%
NP - WILLIAMS, RAY H. III	66	23.16%
Total ...	285	100.00%

LANDER COUNTY Hospital Dist Trustee,	9/9	100.00%
NP - LAWSON, MARIAN A.	1,030	51.71%
NP - NEVAREZ, MICHELLE	962	48.29%
Total ...	1,992	100.00%

State Question No. 1	9/9	100.00%
YES	912	43.72%
NO	1,174	56.28%
Total ...	2,086	100.00%

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Argenta 01

Registration & Turnout	467	
Election Day Reporting Turnout	99	21.20%
Absentee Reporting Turnout	13	2.78%
Early Vote Reporting Turnout	251	53.75%
Total...	363	77.73%

Pres/Vice Pres of the US	(Final)	
IAP - GOODE, VIRGIL	4	1.10%
LIB - JOHNSON, GARY	4	1.10%
DEM - OBAMA, BARACK	96	26.45%
REP - ROMNEY, MITT	256	70.52%
NP - NONE OF THESE CANDIDATES	3	0.83%
Total...	363	100.00%

U.S. Senator	(Final)	
DEM - BERKLEY, SHELLEY	64	17.78%
REP - HELLER, DEAN	258	71.67%
IAP - VANDERBEEK, DAVID LORY	26	7.22%
NP - NONE OF THESE CANDIDATES	12	3.33%
Total...	360	100.00%

Rep in Congress, District 2	(Final)	
REP - AMODEI, MARK E.	251	72.13%
IAP - BEST, RUSSELL	12	3.45%
IND - HAINES, MICHAEL L.	19	5.46%
DEM - KOEPNICK, SAMUEL	66	18.97%
Total...	348	100.00%

State Assembly Dist. 32	(Final)	
REP - HANSEN, IRA	311	100.00%
Total...	311	100.00%

County Comm Dist. NO. 3 (CW)	(Final)	
REP - WAITS, PATSY A.	302	100.00%
Total...	302	100.00%

County Comm Dist. NO. 4 (CW)	(Final)	
REP - ALLAN, JUDIE A.	152	44.71%
REP - STIENMETZ, STEVEN	188	55.29%
Total...	340	100.00%

Supreme Court Justice, Seat C	(Final)	
NP - CHERRY, MICHAEL A.	260	78.79%
NP - NONE OF THESE CANDIDATES	70	21.21%
Total...	330	100.00%

Supreme Court Justice, Seat F	(Final)	
NP - DOUGLAS, MICHAEL L.	262	80.62%
NP - NONE OF THESE CANDIDATES	63	19.38%
Total...	325	100.00%

Supreme Court Justice, Seat G	(Final)	
NP - SAITTA, NANCY M.	260	79.75%
NP - NONE OF THESE CANDIDATES	66	20.25%
Total...	326	100.00%

Argenta 01

Univ. Board of Regents Dist 9	(Final)	
NP - KNECHT, RON	173	54.23%
NP - MACKEDON, MICHON	146	45.77%
Total...	319	100.00%

Member State Bd. Of Education Dist. 2	(Final)	
NP - CLONTZ, DONNA	145	45.60%
NP - COOK, DAVE	173	54.40%
Total...	318	100.00%

LANDER COUNTY Hospital Dist Trustee, Seat A	(Final)	
NP - LAWSON, MARIAN A.	183	54.14%
NP - NEVAREZ, MICHELLE	155	45.86%
Total...	338	100.00%

State Question No. 1	(Final)	
YES	154	43.75%
NO	198	56.25%
Total...	352	100.00%

GENERAL ELECTION
November 6, 2012
Precinct Report
Lander County
Lander2012GeneralSummaryReport

Argenta 02

Registration & Turnout		645	
Election Day Reporting Turnout	149	23.10%	
Absentee Reporting Turnout	35	5.43%	
Early Vote Reporting Turnout	278	43.10%	
Total...	462	71.63%	

Pres/Vice Pres of the US		(Final)	
IAP - GOODE, VIRGIL	7	1.52%	
LIB - JOHNSON, GARY	0	0.00%	
DEM - OBAMA, BARACK	135	29.22%	
REP - ROMNEY, MITT	316	68.40%	
NP - NONE OF THESE CANDIDATES	4	0.87%	
Total...	462	100.00%	

U.S. Senator		(Final)	
DEM - BERKLEY, SHELLEY	83	18.24%	
REP - HELLER, DEAN	308	67.69%	
IAP - VANDERBEEK, DAVID LORY	35	7.69%	
NP - NONE OF THESE CANDIDATES	29	6.37%	
Total...	455	100.00%	

Rep in Congress, District 2		(Final)	
REP - AMODEI, MARK E.	300	66.67%	
IAP - BEST, RUSSELL	19	4.22%	
IND - HAINES, MICHAEL L.	28	6.22%	
DEM - KOEPNICK, SAMUEL	103	22.89%	
Total...	450	100.00%	

State Assembly Dist. 32		(Final)	
REP - HANSEN, IRA	395	100.00%	
Total...	395	100.00%	

County Comm Dist. NO. 3 (CW)		(Final)	
REP - WAITS, PATSY A.	390	100.00%	
Total...	390	100.00%	

County Comm Dist. NO. 4 (CW)		(Final)	
REP - ALLAN, JUDIE A.	216	51.43%	
REP - STIENMETZ, STEVEN	204	48.57%	
Total...	420	100.00%	

Supreme Court Justice, Seat C		(Final)	
NP - CHERRY, MICHAEL A.	312	74.29%	
NP - NONE OF THESE CANDIDATES	108	25.71%	
Total...	420	100.00%	

Supreme Court Justice, Seat F		(Final)	
NP - DOUGLAS, MICHAEL L.	322	76.48%	
NP - NONE OF THESE CANDIDATES	99	23.52%	
Total...	421	100.00%	

Supreme Court Justice, Seat G		(Final)	
NP - SAITTA, NANCY M.	318	75.71%	
NP - NONE OF THESE CANDIDATES	102	24.29%	
Total...	420	100.00%	

Argenta 02

Univ. Board of Regents Dist 9		(Final)	
NP - KNECHT, RON	200	51.02%	
NP - MACKEDON, MICHON	192	48.98%	
Total...	392	100.00%	

Member State Bd. Of Education Dist. 2		(Final)	
NP - CLONTZ, DONNA	181	45.59%	
NP - COOK, DAVE	216	54.41%	
Total...	397	100.00%	

LANDER COUNTY Hospital Dist Trustee, Seat A		(Final)	
NP - LAWSON, MARIAN A.	224	53.21%	
NP - NEVAREZ, MICHELLE	197	46.79%	
Total...	421	100.00%	

State Question No. 1		(Final)	
YES	191	43.02%	
NO	253	56.98%	
Total...	444	100.00%	

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Argenta 03

Registration & Turnout		159	
Election Day Reporting Turnout	24	15.09%	
Absentee Reporting Turnout	16	10.06%	
Early Vote Reporting Turnout	81	50.94%	
Total...	121	76.10%	

Pres/Vice Pres of the US

		(Final)	
IAP - GOODE, VIRGIL	0	0.00%	
LIB - JOHNSON, GARY	0	0.00%	
DEM - OBAMA, BARACK	36	30.00%	
REP - ROMNEY, MITT	84	70.00%	
NP - NONE OF THESE CANDIDATES	0	0.00%	
Total...	120	100.00%	

U.S. Senator

		(Final)	
DEM - BERKLEY, SHELLEY	31	25.83%	
REP - HELLER, DEAN	84	70.00%	
IAP - VANDERBEEK, DAVID LORY	2	1.67%	
NP - NONE OF THESE CANDIDATES	3	2.50%	
Total...	120	100.00%	

Rep in Congress, District 2

		(Final)	
REP - AMODEI, MARK E.	85	71.43%	
IAP - BEST, RUSSELL	3	2.52%	
IND - HAINES, MICHAEL L.	1	0.84%	
DEM - KOEPNICK, SAMUEL	30	25.21%	
Total...	119	100.00%	

State Assembly Dist. 32

		(Final)	
REP - HANSEN, IRA	97	100.00%	
Total...	97	100.00%	

County Comm Dist. NO. 3 (CW)

		(Final)	
REP - WAITS, PATSY A.	97	100.00%	
Total...	97	100.00%	

County Comm Dist. NO. 4 (CW)

		(Final)	
REP - ALLAN, JUDIE A.	60	55.05%	
REP - STIENMETZ, STEVEN	49	44.95%	
Total...	109	100.00%	

Supreme Court Justice, Seat C

		(Final)	
NP - CHERRY, MICHAEL A.	86	80.37%	
NP - NONE OF THESE CANDIDATES	21	19.63%	
Total...	107	100.00%	

Supreme Court Justice, Seat F

		(Final)	
NP - DOUGLAS, MICHAEL L.	92	85.98%	
NP - NONE OF THESE CANDIDATES	15	14.02%	
Total...	107	100.00%	

Supreme Court Justice, Seat G

		(Final)	
NP - SAITTA, NANCY M.	92	85.98%	
NP - NONE OF THESE CANDIDATES	15	14.02%	
Total...	107	100.00%	

Argenta 03

Univ. Board of Regents Dst 9			(Final)
NP - KNECHT, RON	47	46.08%	
NP - MACKEDON, MICHON	55	53.92%	
Total...	102	100.00%	

Member State Bd. Of Education Dist. 2

		(Final)	
NP - CLONTZ, DONNA	48	44.86%	
NP - COOK, DAVE	59	55.14%	
Total...	107	100.00%	

LANDER COUNTY Hospital Dist Trustee, Seat A

		(Final)	
NP - LAWSON, MARIAN A.	51	47.22%	
NP - NEVAREZ, MICHELLE	57	52.78%	
Total...	108	100.00%	

State Question No. 1

		(Final)	
YES	42	36.52%	
NO	73	63.48%	
Total...	115	100.00%	

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Argenta 04

Registration & Turnout	613	
Election Day Reporting Turnout	128	20.88%
Absentee Reporting Turnout	35	5.71%
Early Vote Reporting Turnout	319	52.04%
Total...	482	78.63%

Pres/Vice Pres of the US	(Final)	
IAP - GOODE, VIRGIL	4	0.83%
LIB - JOHNSON, GARY	1	0.21%
DEM - OBAMA, BARACK	106	21.99%
REP - ROMNEY, MITT	368	76.35%
NP - NONE OF THESE CANDIDATES	3	0.62%
Total...	482	100.00%

U.S. Senator	(Final)	
DEM - BERKLEY, SHELLEY	81	16.98%
REP - HELLER, DEAN	357	74.84%
IAP - VANDERBEEK, DAVID LORY	28	5.87%
NP - NONE OF THESE CANDIDATES	11	2.31%
Total...	477	100.00%

Rep in Congress, District 2	(Final)	
REP - AMODEI, MARK E.	348	74.36%
IAP - BEST, RUSSELL	15	3.21%
IND - HAINES, MICHAEL L.	18	3.85%
DEM - KOEPNICK, SAMUEL	87	18.59%
Total...	468	100.00%

State Assembly Dist. 32	(Final)	
REP - HANSEN, IRA	427	100.00%
Total...	427	100.00%

County Comm Dist. NO. 3 (CW)	(Final)	
REP - WAITS, PATSY A.	419	100.00%
Total...	419	100.00%

County Comm Dist. NO. 4 (CW)	(Final)	
REP - ALLAN, JUDIE A.	239	52.53%
REP - STIENMETZ, STEVEN	216	47.47%
Total...	455	100.00%

Supreme Court Justice, Seat C	(Final)	
NP - CHERRY, MICHAEL A.	349	79.68%
NP - NONE OF THESE CANDIDATES	89	20.32%
Total...	438	100.00%

Supreme Court Justice, Seat F	(Final)	
NP - DOUGLAS, MICHAEL L.	361	81.49%
NP - NONE OF THESE CANDIDATES	82	18.51%
Total...	443	100.00%

Supreme Court Justice, Seat G	(Final)	
NP - SAITTA, NANCY M.	353	80.05%
NP - NONE OF THESE CANDIDATES	88	19.95%
Total...	441	100.00%

Argenta 04

Univ. Board of Regents Dst 9	(Final)	
NP - KNECHT, RON	228	54.29%
NP - MACKEDON, MICHON	192	45.71%
Total...	420	100.00%

Member State Bd. Of Education Dist. 2	(Final)	
NP - CLONTZ, DONNA	194	45.33%
NP - COOK, DAVE	234	54.67%
Total...	428	100.00%

LANDER COUNTY Hospital Dist Trustee, Seat A	(Final)	
NP - LAWSON, MARIAN A.	209	45.93%
NP - NEVAREZ, MICHELLE	246	54.07%
Total...	455	100.00%

State Question No. 1	(Final)	
YES	195	41.94%
NO	270	58.06%
Total...	465	100.00%

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Argenta 05

Registration & Turnout		565	
Election Day Reporting Turnout	121	21.42%	
Absentee Reporting Turnout	26	4.60%	
Early Vote Reporting Turnout	293	51.86%	
Total...	440	77.88%	

Pres/Vice Pres of the US		(Final)	
IAP - GOODE, VIRGIL	3	0.68%	
LIB - JOHNSON, GARY	3	0.68%	
DEM - OBAMA, BARACK	101	22.95%	
REP - ROMNEY, MITT	328	74.55%	
NP - NONE OF THESE CANDIDATES	5	1.14%	
Total...	440	100.00%	

U.S. Senator		(Final)	
DEM - BERKLEY, SHELLEY	64	14.58%	
REP - HELLER, DEAN	331	75.40%	
IAP - VANDERBEEK, DAVID LORY	24	5.47%	
NP - NONE OF THESE CANDIDATES	20	4.56%	
Total...	439	100.00%	

Rep in Congress, District 2		(Final)	
REP - AMODEI, MARK E.	306	71.66%	
IAP - BEST, RUSSELL	21	4.92%	
IND - HAINES, MICHAEL L.	28	6.56%	
DEM - KOEPNICK, SAMUEL	72	16.86%	
Total...	427	100.00%	

State Assembly Dist. 32		(Final)	
REP - HANSEN, IRA	398	100.00%	
Total...	398	100.00%	

County Comm Dist. NO. 3 (CW)		(Final)	
REP - WAITS, PATSY A.	389	100.00%	
Total...	389	100.00%	

County Comm Dist. NO. 4 (CW)		(Final)	
REP - ALLAN, JUDIE A.	209	50.36%	
REP - STIENMETZ, STEVEN	206	49.64%	
Total...	415	100.00%	

Supreme Court Justice, Seat C		(Final)	
NP - CHERRY, MICHAEL A.	299	73.65%	
NP - NONE OF THESE CANDIDATES	107	26.35%	
Total...	406	100.00%	

Supreme Court Justice, Seat F		(Final)	
NP - DOUGLAS, MICHAEL L.	320	78.82%	
NP - NONE OF THESE CANDIDATES	86	21.18%	
Total...	406	100.00%	

Supreme Court Justice, Seat G		(Final)	
NP - SAITTA, NANCY M.	307	76.18%	
NP - NONE OF THESE CANDIDATES	96	23.82%	
Total...	403	100.00%	

Argenta 05

Univ. Board of Regents Dst 9		(Final)	
NP - KNECHT, RON	189	49.74%	
NP - MACKEDON, MICHON	191	50.26%	
Total...	380	100.00%	

Member State Bd. Of Education Dist. 2		(Final)	
NP - CLONTZ, DONNA	157	41.21%	
NP - COOK, DAVE	224	58.79%	
Total...	381	100.00%	

LANDER COUNTY Hospital Dist Trustee, Seat A		(Final)	
NP - LAWSON, MARIAN A.	216	52.17%	
NP - NEVAREZ, MICHELLE	198	47.83%	
Total...	414	100.00%	

State Question No. 1		(Final)	
YES	187	44.42%	
NO	234	55.58%	
Total...	421	100.00%	

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Southern Lander County 06

Registration & Turnout	92	
Election Day Reporting Turnout	80	86.96%
Absentee Reporting Turnout	0	0.00%
Early Vote Reporting Turnout	0	0.00%
Total...	80	86.96%

Pres/Vice Pres of the US	(Final)	
IAP - GOODE, VIRGIL	0	0.00%
LIB - JOHNSON, GARY	0	0.00%
DEM - OBAMA, BARACK	6	7.50%
REP - ROMNEY, MITT	74	92.50%
NP - NONE OF THESE CANDIDATES	0	0.00%
Total...	80	100.00%

U.S. Senator	(Final)	
DEM - BERKLEY, SHELLEY	6	7.50%
REP - HELLER, DEAN	70	87.50%
IAP - VANDERBEEK, DAVID LORY	4	5.00%
NP - NONE OF THESE CANDIDATES	0	0.00%
Total...	80	100.00%

Rep in Congress, District 2	(Final)	
REP - AMODEI, MARK E.	72	93.51%
IAP - BEST, RUSSELL	1	1.30%
IND - HAINES, MICHAEL L.	1	1.30%
DEM - KOEPNICK, SAMUEL	3	3.90%
Total...	77	100.00%

State Assembly Dist. 32	(Final)	
REP - HANSEN, IRA	72	100.00%
Total...	72	100.00%

County Comm Dist. NO. 3 (CW)	(Final)	
REP - WAITS, PATSY A.	71	100.00%
Total...	71	100.00%

County Comm Dist. NO. 4 (CW)	(Final)	
REP - ALLAN, JUDIE A.	24	33.33%
REP - STIENMETZ, STEVEN	48	66.67%
Total...	72	100.00%

Supreme Court Justice, Seat C	(Final)	
NP - CHERRY, MICHAEL A.	55	82.09%
NP - NONE OF THESE CANDIDATES	12	17.91%
Total...	67	100.00%

Supreme Court Justice, Seat F	(Final)	
NP - DOUGLAS, MICHAEL L.	54	80.60%
NP - NONE OF THESE CANDIDATES	13	19.40%
Total...	67	100.00%

Supreme Court Justice, Seat G	(Final)	
NP - SAITTA, NANCY M.	52	77.61%
NP - NONE OF THESE CANDIDATES	15	22.39%
Total...	67	100.00%

Southern Lander County 06

Univ. Board of Regents Dst 9	(Final)	
NP - KNECHT, RON	29	40.85%
NP - MACKEDON, MICHON	42	59.15%
Total...	71	100.00%

Member State Bd. Of Education Dist. 2	(Final)	
NP - CLONTZ, DONNA	29	44.62%
NP - COOK, DAVE	36	55.38%
Total...	65	100.00%

AUSTIN Justice of the Peace	(Final)	
NP - SCHAEFFER, WILLIAM E. (BILL)	61	80.26%
NP - WILLIAMS, RAY H. III	15	19.74%
Total...	76	100.00%

LANDER COUNTY Hospital Dist Trustee, Seat A	(Final)	
NP - LAWSON, MARIAN A.	37	57.81%
NP - NEVAREZ, MICHELLE	27	42.19%
Total...	64	100.00%

State Question No. 1	(Final)	
YES	35	46.05%
NO	41	53.95%
Total...	76	100.00%

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Austin 07

Registration & Turnout		126	
Election Day Reporting Turnout	116	92.06%	
Absentee Reporting Turnout	0	0.00%	
Early Vote Reporting Turnout	0	0.00%	
Total...	116	92.06%	

Pres/Vice Pres of the US		(Final)	
IAP - GOODE, VIRGIL	3	2.59%	
LIB - JOHNSON, GARY	2	1.72%	
DEM - OBAMA, BARACK	31	26.72%	
REP - ROMNEY, MITT	79	68.10%	
NP - NONE OF THESE CANDIDATES	1	0.86%	
Total...	116	100.00%	

U.S. Senator		(Final)	
DEM - BERKLEY, SHELLEY	17	14.78%	
REP - HELLER, DEAN	83	72.17%	
IAP - VANDERBEEK, DAVID LORY	10	8.70%	
NP - NONE OF THESE CANDIDATES	5	4.35%	
Total...	115	100.00%	

Rep in Congress, District 2		(Final)	
REP - AMODEI, MARK E.	83	72.17%	
IAP - BEST, RUSSELL	5	4.35%	
IND - HAINES, MICHAEL L.	8	6.96%	
DEM - KOEPNICK, SAMUEL	19	16.52%	
Total...	115	100.00%	

State Assembly Dist. 32		(Final)	
REP - HANSEN, IRA	101	100.00%	
Total...	101	100.00%	

County Comm Dist. NO. 3 (CW)		(Final)	
REP - WAITS, PATSY A.	93	100.00%	
Total...	93	100.00%	

County Comm Dist. NO. 4 (CW)		(Final)	
REP - ALLAN, JUDIE A.	50	46.30%	
REP - STIENMETZ, STEVEN	58	53.70%	
Total...	108	100.00%	

Supreme Court Justice, Seat C		(Final)	
NP - CHERRY, MICHAEL A.	92	90.20%	
NP - NONE OF THESE CANDIDATES	10	9.80%	
Total...	102	100.00%	

Supreme Court Justice, Seat F		(Final)	
NP - DOUGLAS, MICHAEL L.	86	86.87%	
NP - NONE OF THESE CANDIDATES	13	13.13%	
Total...	99	100.00%	

Supreme Court Justice, Seat G		(Final)	
NP - SAITTA, NANCY M.	88	86.27%	
NP - NONE OF THESE CANDIDATES	14	13.73%	
Total...	102	100.00%	

Austin 07

Univ. Board of Regents Dst 9		(Final)	
NP - KNECHT, RON	24	21.82%	
NP - MACKEDON, MICHON	86	78.18%	
Total...	110	100.00%	

Member State Bd. Of Education Dist. 2		(Final)	
NP - CLONTZ, DONNA	73	68.22%	
NP - COOK, DAVE	34	31.78%	
Total...	107	100.00%	

AUSTIN Justice of the Peace		(Final)	
NP - SCHAEFFER, WILLIAM E. (BILL)	93	82.30%	
NP - WILLIAMS, RAY H. III	20	17.70%	
Total...	113	100.00%	

LANDER COUNTY Hospital Dist Trustee, Seat A		(Final)	
NP - LAWSON, MARIAN A.	56	52.34%	
NP - NEVAREZ, MICHELLE	51	47.66%	
Total...	107	100.00%	

State Question No. 1		(Final)	
YES	56	49.56%	
NO	57	50.44%	
Total...	113	100.00%	

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Gillman Springs Ranch 08

Registration & Turnout	20	(Final)
Election Day Reporting Turnout	16	80.00%
Absentee Reporting Turnout	0	0.00%
Early Vote Reporting Turnout	0	0.00%
Total...	16	80.00%

Pres/Vice Pres of the US

	(Final)
IAP - GOODE, VIRGIL	0 0.00%
LIB - JOHNSON, GARY	0 0.00%
DEM - OBAMA, BARACK	4 25.00%
REP - ROMNEY, MITT	12 75.00%
NP - NONE OF THESE CANDIDATES	0 0.00%
Total...	16 100.00%

U.S. Senator

	(Final)
DEM - BERKLEY, SHELLEY	2 12.50%
REP - HELLER, DEAN	13 81.25%
IAP - VANDERBEEK, DAVID LORY	0 0.00%
NP - NONE OF THESE CANDIDATES	1 6.25%
Total...	16 100.00%

Rep in Congress, District 2

	(Final)
REP - AMODEI, MARK E.	12 75.00%
IAP - BEST, RUSSELL	0 0.00%
IND - HAINES, MICHAEL L.	0 0.00%
DEM - KOEPNICK, SAMUEL	4 25.00%
Total...	16 100.00%

State Assembly Dist. 32

	(Final)
REP - HANSEN, IRA	13 100.00%
Total...	13 100.00%

County Comm Dist. NO. 3 (CW)

	(Final)
REP - WAITS, PATSY A.	14 100.00%
Total...	14 100.00%

County Comm Dist. NO. 4 (CW)

	(Final)
REP - ALLAN, JUDIE A.	7 43.75%
REP - STIENMETZ, STEVEN	9 56.25%
Total...	16 100.00%

Supreme Court Justice, Seat C

	(Final)
NP - CHERRY, MICHAEL A.	10 66.67%
NP - NONE OF THESE CANDIDATES	5 33.33%
Total...	15 100.00%

Supreme Court Justice, Seat F

	(Final)
NP - DOUGLAS, MICHAEL L.	13 86.67%
NP - NONE OF THESE CANDIDATES	2 13.33%
Total...	15 100.00%

Supreme Court Justice, Seat G

	(Final)
NP - SAITTA, NANCY M.	11 73.33%
NP - NONE OF THESE CANDIDATES	4 26.67%
Total...	15 100.00%

Gillman Springs Ranch 08

Univ. Board of Regents Dst 9	(Final)
NP - KNECHT, RON	9 56.25%
NP - MACKEDON, MICHON	7 43.75%
Total...	16 100.00%

Member State Bd. Of Education Dist. 2

	(Final)
NP - CLONTZ, DONNA	8 50.00%
NP - COOK, DAVE	8 50.00%
Total...	16 100.00%

AUSTIN Justice of the Peace

	(Final)
NP - SCHAEFFER, WILLIAM E. (BILL)	12 80.00%
NP - WILLIAMS, RAY H. III	3 20.00%
Total...	15 100.00%

LANDER COUNTY Hospital Dist Trustee, Seat A

	(Final)
NP - LAWSON, MARIAN A.	9 56.25%
NP - NEVAREZ, MICHELLE	7 43.75%
Total...	16 100.00%

State Question No. 1

	(Final)
YES	6 37.50%
NO	10 62.50%
Total...	16 100.00%

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Kingston 09

Registration & Turnout		94	
Election Day Reporting Turnout	87	92.55%	
Absentee Reporting Turnout	0	0.00%	
Early Vote Reporting Turnout	0	0.00%	
Total...	87	92.55%	

Pres/Vice Pres of the US

		(Final)	
IAP - GOODE, VIRGIL	2	2.33%	
LIB - JOHNSON, GARY	1	1.16%	
DEM - OBAMA, BARACK	19	22.09%	
REP - ROMNEY, MITT	63	73.26%	
NP - NONE OF THESE CANDIDATES	1	1.16%	
Total...	86	100.00%	

U.S. Senator

		(Final)	
DEM - BERKLEY, SHELLEY	13	14.94%	
REP - HELLER, DEAN	63	72.41%	
IAP - VANDERBEEK, DAVID LORY	7	8.05%	
NP - NONE OF THESE CANDIDATES	4	4.60%	
Total...	87	100.00%	

Rep in Congress, District 2

		(Final)	
REP - AMODEI, MARK E.	57	66.28%	
IAP - BEST, RUSSELL	9	10.47%	
IND - HAINES, MICHAEL L.	5	5.81%	
DEM - KOEPNICK, SAMUEL	15	17.44%	
Total...	86	100.00%	

State Assembly Dist. 32

		(Final)	
REP - HANSEN, IRA	64	100.00%	
Total...	64	100.00%	

County Comm Dist. NO. 3 (CW)

		(Final)	
REP - WAITS, PATSY A.	65	100.00%	
Total...	65	100.00%	

County Comm Dist. NO. 4 (CW)

		(Final)	
REP - ALLAN, JUDIE A.	30	41.10%	
REP - STIENMETZ, STEVEN	43	58.90%	
Total...	73	100.00%	

Supreme Court Justice, Seat C

		(Final)	
NP - CHERRY, MICHAEL A.	56	73.68%	
NP - NONE OF THESE CANDIDATES	20	26.32%	
Total...	76	100.00%	

Supreme Court Justice, Seat F

		(Final)	
NP - DOUGLAS, MICHAEL L.	54	72.97%	
NP - NONE OF THESE CANDIDATES	20	27.03%	
Total...	74	100.00%	

Supreme Court Justice, Seat G

		(Final)	
NP - SAITTA, NANCY M.	55	75.34%	
NP - NONE OF THESE CANDIDATES	18	24.66%	
Total...	73	100.00%	

Kingston 09

Univ. Board of Regents Dist 9		(Final)	
NP - KNECHT, RON	30	46.88%	
NP - MACKEDON, MICHON	34	53.13%	
Total...	64	100.00%	

Member State Bd. Of Education Dist. 2

		(Final)	
NP - CLONTZ, DONNA	27	39.71%	
NP - COOK, DAVE	41	60.29%	
Total...	68	100.00%	

AUSTIN Justice of the Peace

		(Final)	
NP - SCHAEFFER, WILLIAM E. (BILL)	53	65.43%	
NP - WILLIAMS, RAY H. III	28	34.57%	
Total...	81	100.00%	

LANDER COUNTY Hospital Dist Trustee, Seat A

		(Final)	
NP - LAWSON, MARIAN A.	45	65.22%	
NP - NEVAREZ, MICHELLE	24	34.78%	
Total...	69	100.00%	

State Question No. 1

		(Final)	
YES	46	54.76%	
NO	38	45.24%	
Total...	84	100.00%	

GENERAL ELECTION

November 6, 2012

Precinct Report

Lander County

Lander2012GeneralSummaryReport

Precinct 88

Registration & Turnout

Election Day Reporting Turnout	0	0.00%
Absentee Reporting Turnout	0	0.00%
Early Vote Reporting Turnout	0	0.00%
Total...	0	0.00%

Pres/Vice Pres of the US

IAP - GOODE, VIRGIL	0	0.00%
LIB - JOHNSON, GARY	0	0.00%
DEM - OBAMA, BARACK	0	0.00%
REP - ROMNEY, MITT	0	0.00%
NP - NONE OF THESE CANDIDATES	0	0.00%
Total...	0	0.00%

Precinct 99

Registration & Turnout

Election Day Reporting Turnout	0	0.00%
Absentee Reporting Turnout	0	0.00%
Early Vote Reporting Turnout	0	0.00%
Total...	0	0.00%

Pres/Vice Pres of the US

IAP - GOODE, VIRGIL	0	0.00%
LIB - JOHNSON, GARY	0	0.00%
DEM - OBAMA, BARACK	0	0.00%
REP - ROMNEY, MITT	0	0.00%
NP - NONE OF THESE CANDIDATES	0	0.00%
Total...	0	0.00%

U.S. Senator

DEM - BERKLEY, SHELLEY	0	0.00%
REP - HELLER, DEAN	0	0.00%
IAP - VANDERBEEK, DAVID LORY	0	0.00%
NP - NONE OF THESE CANDIDATES	0	0.00%
Total...	0	0.00%

Rep in Congress, District 2

REP - AMODEI, MARK E.	0	0.00%
IAP - BEST, RUSSELL	0	0.00%
IND - HAINES, MICHAEL L.	0	0.00%
DEM - KOEPNICK, SAMUEL	0	0.00%
Total...	0	0.00%

GENERAL ELECTION
November 6, 2012
Machine Processed Report
Lander County

Location Name	Early Vote - Edge	Processed
Early Vote	4 / 4	100.00%
32589	<input checked="" type="checkbox"/>	
32591	<input checked="" type="checkbox"/>	
32596	<input checked="" type="checkbox"/>	
32600	<input checked="" type="checkbox"/>	
Total Early Vote - Edge Machines Processed:	4 / 4	100.00%
Mail Ballot	1 / 1	100.00%
2526	<input checked="" type="checkbox"/>	
Total Mail-In Machines Processed:	1 / 1	100.00%
Absentee	1 / 1	100.00%
2525	<input checked="" type="checkbox"/>	
Total Absentee - Insight Machines Processed:	1 / 1	100.00%
Battle Mountain	17 / 17	100.00%
28876	<input checked="" type="checkbox"/>	
29116	<input checked="" type="checkbox"/>	
32590	<input checked="" type="checkbox"/>	
32592	<input checked="" type="checkbox"/>	
32593	<input checked="" type="checkbox"/>	
32594	<input checked="" type="checkbox"/>	
32595	<input checked="" type="checkbox"/>	
32597	<input checked="" type="checkbox"/>	
32598	<input checked="" type="checkbox"/>	
32599	<input checked="" type="checkbox"/>	
32601	<input checked="" type="checkbox"/>	
32602	<input checked="" type="checkbox"/>	
34053	<input checked="" type="checkbox"/>	
34054	<input checked="" type="checkbox"/>	
47007	<input checked="" type="checkbox"/>	
51890	<input checked="" type="checkbox"/>	
51891	<input checked="" type="checkbox"/>	
Total Election Day - Edge Machines Processed:	17 / 17	100.00%
Total Machines Processed:	23 / 23	100.00%

GENERAL ELECTION

November 6, 2012

Turnout Report

Lander County

Registration and Turnout

Active Registration	2,781	
Inactive Registration	0	
Total Registration	2,781	
Election Day Reporting	820	29.49%
Absentee Reporting	125	4.49%
Early Vote Reporting	1,222	43.94%
Total Turnout	2,167	77.92%
Nonpartisan	2,167	77.92%
Democrat	0	0.00%
Republican	0	0.00%
Libertarian Party	0	0.00%
Independent	0	0.00%
Independent American Party	0	0.00%
Total Turnout	2,167	77.92%

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding request of Louis A. Lani, Chairman of the Lander County Combined Sewer and Water District #2, for use of the Austin Airport well to supply water for the drilling of a new municipal well for the District and other matters properly related thereto.

Public comment.

Background:

The request of Louis A. Lani, Chairman of the Lander County Combined Sewer and Water District #2, for use of the Austin Airport well to supply water for the drilling of a new municipal well for the District is presented for Commission consideration.

Recommended Action:

It is recommended that the Commission grant the request of the Lander County Combined Sewer and Water District #2 and approve the use of the Austin Airport well to supply water for the drilling of a new municipal well for the District.

Lander County Combined Sewer & Water District #2
P. O. Box 144
Austin, Nevada 89310
Telephone 775/964-2676
Fax 775/964-1417

October 24, 2012

Lander County Commissioners
315 So. Humboldt Street
Battle Mountain, Nevada 89820

Dear Commissioners:

The Lander County Combined Sewer & Water District #2 would like to request the use of the well at the Airport to supply water for the drilling of the new well.

Thank you.

Very truly yours,



Louis A. Lani
Chairman of the Board

RECEIVED

OCT 29 2012

COUNTY COMMISSION

10

LANDER COUNTY COMMISSION MEETING

November 8, 2012

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding contract between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports and other matters properly related thereto.

Public comment.

Background:

The Agreement for Aviation Support and Maintenance Services between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports, is presented for Commission consideration.

The Agreement (as written) is for the term of July 1, 2013 through June 30, 2014. The contract period should be adjusted for the period of January 1, 2013 through December 31, 2013, as the current contract expires on December 31, 2012. Jerry Kirkpatrick of Vaisala has been contacted regarding this revision.

Total cost of the services provided under the Agreement is \$8,800.00 with Unplanned Outage Fee of \$1,500.00 per day, Facility Visit Fee of \$1,500.00 per day, Holiday Fee of \$500.00 per day charged additionally and Cancellation/Delay Fee of \$500.00 per day.

Recommended Action:

It is recommended that the Commission approve the Agreement for Aviation Support and Maintenance Services between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports with the change in terms reflecting January 1, 2013 through December 31, 2013.

DOC # 0265322

11/09/2012

09:00 AM

Official Record

Recording requested By

LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee:

Page 1 of 9

RPTT:

Recorded By: BB

Book- 638 Page- 0495



0265322

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT FOR AVIATION SUPPORT & MAINTENANCE

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.



AVIATION SUPPORT AND MAINTENANCE AGREEMENT

This Aviation Support and Maintenance Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Vaisala Inc., hereinafter referred to as ("Vaisala").

RECITALS

WHEREAS, Vaisala desires to provide professional aviation support and maintenance services for the Battle Mountain and Austin Airports (as set forth in Exhibit A, Scope of Work, attached) in connection with the Battle Mountain Airport and Austin Airport; and

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

TERMS AND CONDITIONS

1. **Purpose:** Vaisala shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A.
2. **Term:** This Agreement shall remain in effect from the date it is approved by both parties to the 31st day of December 2013. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.
3. **Effective Date:** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. **Payment:** Lander County shall pay Vaisala as set forth in the Scope of Work outlined in Exhibit A. Vaisala shall submit quarterly statements, and Lander County shall provide prompt payment to VAISALA, not to exceed sixty (60) days of receipt of quarterly statement.
5. **Default:** If Lander County or Vaisala fails to comply with any of the material provisions of this Agreement, or materially fails to comply with any duties imposed by statute, within sixty (**60**) days after delivery of written notice by specifying the noncompliance and indicating the intention of Lander County or Vaisala to terminate the Agreement by reason thereof, Lander County or Vaisala may terminate this Agreement, unless Lander County or Vaisala continuously demonstrates within those sixty (**60**) days that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the breach.



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

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

B. Lander County and Vaisala may agree in writing to terminate this Agreement at any time.

7. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

VAISALA:

Vaisala Inc.
Attn: Jerry Kirkpatrick
194 South Taylor Avenue
Louisville, Colorado 800207

Lander County:

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

8. Insurance: During the term of this Agreement and for a period of at least one (1) year after completion of Vaisala's obligations pursuant hereunder, Vaisala will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (d) Aviation Liability Insurance of US \$10 MILLION per occurrence. Vaisala shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Lander County if and when requested) for a period of one (1) year after the fulfillment of the SOW under this Agreement.
9. Liability and Hold Harmless: Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying party or its agents or employees, and indemnify and hold harmless the other party and its respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

10. Amendment or Modification: Both parties acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, in entering into this Agreement, except as are stated herein, and no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.
11. Waiver: Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.
12. Assignment: The rights granted and responsibilities incurred under this Agreement may not be assigned without the written consent of Lander County.
13. Third Party Beneficiaries: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties of the Agreement. There are no third party beneficiaries to this Agreement, and nothing contained in or implied by this Agreement shall give or allow any such claim or right of action by any other or third person.
14. Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.
15. Attorney's Fees: Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.
16. Governmental Immunity: Nothing contained herein waives or is intended to waive any protections that may be applicable to Lander County or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability to Lander County or such related parties that are provided by law.
17. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
18. Integration: This Agreement, including Exhibit A, Scope of Work, shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

19. Relationship: This Agreement shall not be deemed to create a partnership between the parties in their respective endeavors or otherwise, nor cause them to be considered joint venturers or members of any joint enterprise.
20. Force Majeure: Neither party shall be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of God or governmental action.
21. Severability: If any covenant, phrase, clause, paragraph, section, condition or provision contained within this Agreement is invalidated by a court of competent jurisdiction, then the invalidity shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision contained in this Agreement.
22. Construction: This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.
23. Confidentiality: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
24. Proper Authority: The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
25. Compliance with Law: The parties hereto represent and warrant that they will comply with all relevant local, state, and federal laws and regulations and further represent and warrant that any failure to comply with such laws is a material breach of contract and that the breaching party will indemnify the other party from any and all claims or damages arising out of such breach.

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

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/////

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: November 8, 2012
DEAN BULLOCK, Chair

Attest:

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

VAISALA

By: Jerry Kirkpatrick Date: 25 OCT 12
JERRY KIRKPATRICK, Sales Manager



EXHIBIT A
Scope of Work
Support and Maintenance for the Battle Mountain and Austin Airports

RESPONSIBILITIES OF VAISALA

DESCRIPTION OF EQUIPMENT SERVICES

1.1. Preventive Maintenance consists of inspection, functional checks, adjustments, labor to replace failed components and cleaning in accordance with the equipment manufacturer's published guidelines and requirements.

1.2. Scheduled Service consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R. Part 171 as it may be modified or superseded from time to time.

1.3. Equipment Restoration. In the event of an unplanned equipment failure or outage, Vaisala shall commence restoration work within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Lander County's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.4. All services provided by Vaisala shall be performed by qualified field technicians having all required certifications and licenses required by the FAA, FCC, and OSHA. Vaisala will also maintain a full Aviation Product and Liability Insurance policy for the term of the contract.

1.5. Vaisala shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.6. Vaisala shall make a best effort to maintain and repair all equipment. Lander County acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

WARRANTIES

Vaisala warrants and represents that all Services provided by Vaisala shall be performed by qualified field technicians and by other personnel, who all have the required certifications and licenses required by the Federal Aviation Authority (FAA). Further, Vaisala warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under this Agreement.

Vaisala represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books

and records, which reflect its own income and expenses. Further, Vaisala shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Lander County. Vaisala shall not obligate Lander County in any manner, nor cause Lander County to be liable under any contract or under any other type of commitment. Alternately, Lander County shall not obligate Vaisala in any manner, nor cause Vaisala to be liable under any contract or under any other type of commitment.

RESPONSIBILITIES OF LANDER COUNTY

PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES

Lander County agrees to pay Vaisala the amounts recited below:

SERVICES: 1) Preventive Maintenance and Scheduled Service; and 2) Equipment Restoration

EQUIPMENT: 1) AWOS

DATA SERVICES: 1) None

FEES: 1) Annual Fee \$8,800.00 to be billed quarterly; 2) Unplanned Outage Fee \$1,500.00 per day; 3) Facility Visit Fee \$1,500.00 per day; 4) Holiday Fee \$500.00 per day additional; and 5) Cancellation/Delay Fee \$500.00 per day

In accordance with above, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Lander County shall pay Vaisala the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

The applicable "Holiday Fee" as recited above applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Lander County shall pay Vaisala the "Holiday Fee" in addition to the "Unplanned Outage Fee" as well as any other fees due and payable to Vaisala.

Lander County Site (as subsequently defined) visits are defined as any Site visit not required in the Summary for Equipment Services. Upon Lander County's written request and Vaisala's written acceptance thereof and subject to mutually agreeable times, Vaisala will visit Lander County Sites concurrent with Federal Aviation Administration (FAA) required or requested Lander County Site visits. Lander County agrees to pay the "Facility Visit Fee" to Vaisala for such Lander County Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to



portal, plus travel costs and expenses.

If cancellations or excessive delays, in Vaisala's opinion, in the provisions of Services occur as a result of Lander County's fault, actions or causes, Lander County shall pay Vaisala the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

TESTING EQUIPMENT AND REPLACEMENT PARTS - NAVAIDS

2.1. Lander County shall at its own expense furnish, maintain and calibrate test equipment in accordance with FAA requirements.

2.2. Lander County shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by Vaisala when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Lander County's inventory, Vaisala will provide such part(s) and invoice the Lander County for the required part(s).

2.3. Vaisala and Lander County agree that, as of the date of this Agreement, the lists of Lander County spare parts and Lander County Test Equipment are accurate and complete.

OTHER RESPONSIBILITIES

3.1. Lander County shall be responsible for monitoring the status of the systems following maintenance by Vaisala.

3.2. Lander County shall be responsible for providing transportation and/or access for Vaisala personnel between the airport and the location of the Equipment.

3.3. Lander County shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.

3.4. Lander County shall be responsible for any loss or damage to the Equipment for reasons other than the fault of Vaisala and for providing any insurance Lander County may desire to cover any such loss or damage.

3.5. Lander County shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.

3.6 Lander County shall be responsible for maintaining the grounds and buildings associated with the NAVAIDS (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.

3.7. Lander County shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.

DOC # 0262966

DOC # 0262966

12/13/2011

08:36 AM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 9

RPTT: Recorded By: SN

Book- 629 Page- 0712



0262966

RECORDING REQUEST BY:

Lander County Clerk

315 South Humboldt Street

Battle Mountain, Nevada 89820

AGREEMENT BETWEEN LANDER COUNTY & VAISALA INC.
FOR AVIATION SUPPORT & MAINTENANCE

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.

0262966 Book: 629 12/13/2011
Page: 713 Page: 2 of 9
0262966 Page: 713 12/13/2011
Page: 2 of 9

#17
#17

AVIATION SUPPORT AND MAINTENANCE AGREEMENT

This Aviation Support and Maintenance Agreement, hereinafter referred to as "Agreement" is made by and between Lander County, a political subdivision of the State of Nevada, hereinafter referred to as ("Lander County"), and Vaisala Inc., hereinafter referred to as ("Vaisala").

RECITALS

WHEREAS Vaisala desires to provide professional aviation support and maintenance services for the Battle Mountain and Austin Airports (as set forth in Exhibit A, Scope of Work, which incorporates Attachment 1 and Attachment 2, attached) in connection with the Battle Mountain Airport and Austin Airport; and

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

TERMS AND CONDITIONS

1. Purpose: Vaisala shall, subject to all terms, conditions, and limitations specified hereinafter, perform the professional services as described in Exhibit A.
2. Term: This Agreement shall remain in effect from the date it is approved by both parties to the 31st day of December 2012. This term shall be subject to earlier termination as hereafter provided. This Agreement shall automatically renew each year, for a one year term unless terminated as hereafter provided or replaced by another agreement.
3. Effective Date: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of each of the parties.
4. Payment: Lander County shall pay Vaisala as set forth in the Scope of Work outlined in Exhibit A. Vaisala shall submit quarterly statements, and Lander County shall provide prompt payment to VAISALA, not to exceed sixty (60) days of receipt of quarterly statement.
5. Default: If Lander County or Vaisala fails to comply with any of the material provisions of this Agreement, or materially fails to comply with any duties imposed by statute, within sixty (60) days after delivery of written notice by specifying the noncompliance and indicating the intention of Lander County or Vaisala to terminate the Agreement by reason thereof, Lander County or Vaisala may terminate this Agreement, unless Lander County or Vaisala continuously demonstrates within those sixty (60) days that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the breach.

AVIATION SUPPORT AND MAINTENANCE AGREEMENT

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- A. Lander County or Vaisala may terminate this Agreement with or without cause upon thirty (30) days written notice served upon the other party as provided in this Agreement.
- B. Lander County and Vaisala may agree in writing to terminate this Agreement at any time.

7. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

VAISALA:

Vaisala Inc.
Attn: Jerry Kirkpatrick
194 South Taylor Avenue
Louisville, Colorado 800207

Lander County:

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

8. Insurance: During the term of this Agreement and for a period of at least one (1) year after completion of Vaisala's obligations pursuant hereunder, Vaisala will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (d) Aviation Liability Insurance of US \$10 MILLION per occurrence. Vaisala shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Lander County if and when requested) for a period of one (1) year after the fulfillment of the SOW under this Agreement.
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17. Captions: The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the signatures indicated below:

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LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

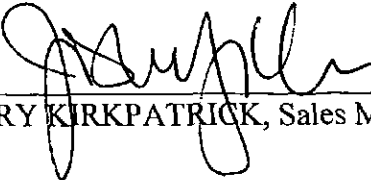
By: _____
DEAN BULLOCK, Chair

Date: _____

Attest:

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

VAISALA

By: _____
JERRY KIRKPATRICK, Sales Manager

Date: 25 OCT 12

EXHIBIT A
Scope of Work
Support and Maintenance for the Battle Mountain and Austin Airports

RESPONSIBILITIES OF VAISALA

DESCRIPTION OF EQUIPMENT SERVICES

1.1. Preventive Maintenance consists of inspection, functional checks, adjustments, labor to replace failed components and cleaning in accordance with the equipment manufacturer's published guidelines and requirements.

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Lander County agrees to pay Vaisala the amounts recited below:

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EQUIPMENT: 1) AWOS

DATA SERVICES: 1) None

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2.3. Vaisala and Lander County agree that, as of the date of this Agreement, the lists of Lander County spare parts and Lander County Test Equipment are accurate and complete.

OTHER RESPONSIBILITIES

3.1. Lander County shall be responsible for monitoring the status of the systems following maintenance by Vaisala.

3.2. Lander County shall be responsible for providing transportation and/or access for Vaisala personnel between the airport and the location of the Equipment.

3.3. Lander County shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.

3.4. Lander County shall be responsible for any loss or damage to the Equipment for reasons other than the fault of Vaisala and for providing any insurance Lander County may desire to cover any such loss or damage.

3.5. Lander County shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.

3.6 Lander County shall be responsible for maintaining the grounds and buildings associated with the NAVAIDS (Navigational Aids) and Equipment in good repair and in compliance with all FAA and all applicable laws.

3.7. Lander County shall be responsible for the purchase of all replacement components for AWOS and Navaid equipment.

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of Addendum #1 to the Sale Agreement between Lander County and the Young Electric Sign Company (YESCO), dated May 24, 2012, for the Battle Mountain Civic Center Sign and Electronic Message Center Project and other matters properly related thereto.

Public comment.

Background:

Addendum #1 to the Sale Agreement between Lander County and the Young Electric Sign Company (YESCO), dated May 24, 2012, for the Battle Mountain Civic Center Sign and Electronic Message Center Project is presented for Commission consideration.

Recommended Action:

It is recommended that the Commission approve Addendum #1 to the Sale Agreement between Lander County and the Young Electric Sign Company (YESCO), dated May 24, 2012, for the Battle Mountain Civic Center Sign and Electronic Message Center Project and authorize Chairman Bullock to sign the Addendum.

ADDENDUM #1 TO SALE AGREEMENT

This ADDENDUM #1 to the SALE AGREEMENT dated May 24, 2012, is made by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as Lander County, and YESCO, LLC., hereinafter referred to as YESCO.

RECITALS

WHEREAS, it is in the public interest for Lander County to erect an electric message center on Lander County property in order to convey public events and other important information to the citizens of Lander County;

WHEREAS, YESCO desires to sell Lander County an electric message center and further desires to install that electric message center for Lander County;

WHEREAS, Lander County and YESCO entered into a SALE AGREEMENT on May 24, 2012 and now mutually desire to amend that agreement; and

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

. TERMS AND CONDITIONS

1. **Amendment:**

- a. Paragraph 12 of the SALE AGREEMENT between Lander County and YESCO, dated May 24, 2012, is hereby amended to state:

12. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, upon written notice to the other party, either party may submit the claim or dispute to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in the Sixth Judicial District Court of the State of Nevada. This Agreement shall be governed and construed in accordance with Nevada Law, without regard to its conflict of law provisions. YESCO shall not be liable for incidental or consequential damages, including lost profits, irrespective of cause or theory. Should either party be required to pursue legal action to enforce the terms and conditions of this agreement, the prevailing party shall be entitled reasonable attorney fees and court costs.

IN WITNESS THEREOF, the parties hereto have executed this Addendum #1 as of the signatures indicated below:

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: November 8, 2012
DEAN BULLOCK, Chair

Attest:

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

YESCO

By: _____ Date: _____

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

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

Public comment.

Background:

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

A proposal has been received from Mr. Jim McGuire, PLS, of Summit Engineering to build upon the prior "Lander County Fuel Tax Mileage Road Inventory Project" to expand the catalog of county-maintained roads to include all roads presumed to be public, regardless of condition or maintenance. The total cost of the complete scope-of-work under the proposal is **not-to-exceed \$49,000.00**.

During the regular Commission meeting held October 25, 2012, the Commission indicated their interest in the Summit engineering proposal to expand upon the prior "Lander County Fuel Tax Mileage Road Inventory Project." Indication was also given that the scope of the project, as proposed, may need to be further expanded to catalog the inventory of County roads, easements and rights-of-way under "RS2477" designation.

Recommended Action:

It is recommended that the Commission request Summit Engineering to expand the scope of services under the current proposal to include the inventory of County roads, easements and rights-of-way under "RS2477" designation and present a revised proposal and contract to the Commission for consideration during the regular meeting scheduled for December 12, 2012.



Exhibit "A"

October 18, 2012

Mr. Gene Etcheverry
Executive Director, Lander County
825 North 2nd Street
Battle Mountain, NV 89820

Subject: Proposal for GIS Services
County Road Map & Minor Road Mapping Project

Dear Gene:

Summit Engineering appreciates this opportunity to submit the following proposal to provide GIS mapping services to Lander County. Per our conversation on October 2, 2012, the scope of this work will be divided into two phases:

Phase 1: County Road Map

Project Description

Lander County desires a full size, comprehensive wall map delineating the names and locations of all county-maintained public roads. The map is to be suitable for display at any number of appropriate county offices, i.e. public works, assessor, planning department, etc.

Proposed Scope of Work

Summit will prepare a full size map suitable for wall display showing all Lander County maintained roads together with other appropriate landmarks and reference locations (i.e. state & federal highways, railroads, towns, major mines and ranches, along with geographic features such as mountain ranges, valleys, rivers and major creeks, etc.). County maintained roads will be labeled with the road name and county route number, if one has been assigned. County roads to be shown will be those roads previously delineated and mapped for Lander County for the "Fuel Tax Mileage Road Inventory, Final Report" prepared by Summit Engineering and dated March 1, 2011. The map will be in full color and will be published at a scale of 1:125,000 (approx. 1" = 2 miles), with the finished size being approximately 42" x 72". Detail insets within the map will be incorporated as needed to illustrate roads within the populated areas of Battle Mountain, Austin, Kingston and Gillman Springs. Prior to the publication of the final map, full-size draft copies will be furnished to county staff as needed for review and comment. Four copies of the final map will be printed, mounted on appropriate backing material and laminated for durability. In addition, a digital copy of the finished map in .pdf format will be provided, along with GIS files in ESRI ArcGIS format (geodatabase & .mxd files).

Summit will provide these services for a fee of \$6500, including all map reproduction costs and delivery to Battle Mountain.

Phase 2: Minor Road Mapping Project

Project Description

NRS 403.190, as revised by SB 49 in 2011, states in part the following:

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

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

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

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

The purpose of the Minor Road Mapping Project will be to compile road location data for inclusion in the map of presumed public roads to be accepted by the Lander County Commissioners and the Nevada Department of Transportation.

Proposed Scope of Work

Summit Engineering will build upon our experience gained during the compilation of the Lander County Fuel Tax Mileage Road Inventory Project to expand the existing database of county-maintained roads to include all roads presumed to be public, regardless of condition or maintenance. Consistent with the field mapping previously completed, Trimble GIS-grade GPS receivers will be utilized for minor road mapping. Our experience has shown that this type of GPS configuration is the most efficient and cost-effective process for collecting large amounts of road data within accuracy levels appropriate for this type of project (nominal horizontal positional accuracy of $\pm 1'$).

There are numerous advantages to using the GPS/GIS format for compilation of the road mapping data:

1. Various attributes will be included for later reference, including general road condition, physical road width & length, general name or description, etc.
2. The accuracy of the GPS measurements will be included within the data.
3. The process fits within the long term goal of NDOT to standardize the mapping of roads statewide.
4. The newly mapped minor road locations can be easily "dropped in" to the existing county road map.
5. By physically mapping each road, accessibility issues (i.e. locked gates, posting, etc.) can be brought to the attention of county personnel and addressed as needed.
6. GPS receivers can be mounted on appropriate vehicles as needed (4x4 truck, Jeep, or ATV) to handle the wide variety of road conditions anticipated.

5405 Mae Anne Avenue • Reno, Nevada 89523 • (775) 747-8550 FAX (775) 747-8559
1150 Lamoille Highway • Elko, Nevada 89801 • (775) 738-8058 FAX (775) 738-8267

Many minor roads within the boundaries of the Humboldt Toiyabe National Forest in Lander County have been mapped by the USFS for their Combined Travel Management Project. That dataset is available to the public and can be incorporated into the Lander County database without additional field mapping, if desired. Most, if not all, of the roads mapped in Lander County appear to be digitized from USGS topographic maps. If greater accuracy and more current representation is desired by the county, we suggest physically mapping those roads for this project using GPS methods.

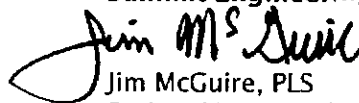
Pursuant to NRS 403.170, designation of county roads is to be made based on classification as Main, General and Minor County Roads. We anticipate working closely with Lander County personnel to appropriately delineate the roadways for the map to be filed with the Board of County Highway Commissioners, NDOT, the Lander County Clerk and the Lander County Recorder. The map(s) will be 24" x 36" format, suitable for recordation, and will include basic information as required by statute, i.e road locations and designations, along with the county parcel base for reference.

Due to the nature of this project, the exact scope of work in terms of number of roads or number of miles to be mapped is not known at this time. We envision an ongoing process, in coordination with Lander County personnel, to pre-determine the roads to be mapped in specific areas or blocks as the project proceeds. This will most likely be accomplished by review of existing aerial photography, USGS topographic maps, and the previous county road map dated 4/28/95. To maximize the efficiency of the mapping process, every effort will be made to assure that all roads to be mapped within a specific area or block are identified prior to commencing field mapping.

Because the quantity of work to be performed is unknown at this time, we propose to provide these services on a "per mile, per task" basis. Utilizing cost data extrapolated from our experience with the County Fuel Tax Mileage Road Inventory Project, and accounting for the fact that most of the minor roads will be comprised of short segment lengths over relatively rough (unmaintained) terrain, we have developed an estimated cost of \$150 per mile of road mapped, including all field mapping and associated costs, office data reduction, GIS database development, and production of maps as needed. **For budgetary purposes, we propose that Task 1 of the mapping project be comprised of approximately 250 miles of minor roads to be mapped for an estimated fee of \$37,500.** In addition, attendance at various meetings and coordination with county personnel to identify roads to be mapped will be provided on a time and materials basis for an estimated fee of \$5000. Upon completion of mapping of the 250 miles of roads comprising Task 1, costs will be analyzed and adjustments may be made as necessary to the "per mile" rate as well as budgetary requirements for meeting attendance for future tasks.

Summit proposes to provide all services described above on a time and materials basis for a not-to-exceed amount of \$49,000. If you have any questions, or require any additional information, please feel free to contact our office. We are prepared to commence work upon your verbal authorization to proceed.

Sincerely,
Summit Engineering Corporation



Jim McGuire, PLS
Project Manager, Surveys & GIS

5405 Mae Anne Avenue • Reno, Nevada 89523 • (775) 747-8550 FAX (775) 747-8559
1150 Lamoille Highway • Elko, Nevada 89801 • (775) 738-8058 FAX (775) 738-8267

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding approval/disapproval of a resolution in support of, or re-opening a prior historic access, a Lander County road from County Road #217 up Park Creek to the historical mining community of Gold Park and private properties located in Sections 25 and 26, T39E, R15N, and other matters properly related thereto.

Public comment.

Background:

The proposal to present a resolution in support of, or re-opening a prior historic access, a Lander County road from County Road #217 up Park Creek to the historical mining community of Gold Park and private properties located in Sections 25 and 26, T39E, R15N, is presented for Commission consideration.

This item was discussed by the Lander County Public Land Use Advisory Planning Commission (PLUAPC) during the regular meeting held Monday, November 5, 2012.

Recommended Action:

It is recommended that the Commission request staff to work with the District Attorney's Office to draft a Resolution for consideration by the Commission during the November 19, 2012 regular meeting.

AGENDA REQUEST FORM MEETING DATE November 8, 2012

NAME Ben Viljoen REPRESENTING -- Nevada Rand LLC

ADDRESS PO Box 6681 ___ Fallon Nevada 89407-6681 ___

PHONE:(H) 775 867 3102 ___(W) ___ FAX ___

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS

WHO WILL BE ATTENDING THE MEETING Co " Self" or Represented by Commissioner Williams ___

JOB TITLE Owner operator

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA

Request resolution in support of, or re-opening a prior historic access, a Lander County road from County road #217 up Park Creek to the Historical Mining Community of Gold park and private properties located in Section 25 and Section 26, Range 15N Township 39E . Approximately 1/4 mile of the existing access was washed out in a flood in the mid 1980's and has not been reopened or maintained since that time. Access to the area presently is from War Eagle Canyon to the South and is down a steep hill side with sharp switch backs and not much more than an ATV trail and not safe or functional for truck operations

This portion of the road is within the National Forest was not depicted as open during the current Transportation plan implementation. The current plan is open for review at this time and an additional request would be to add a "Therefore" to support the road to be depicted as open.

Proposed mining plan of operations would require a safe and practical transportation corridor for access and marketing. Nevada Rand LLC is willing and eager to enter into a corporative agreement to participate with equipment to reopen the road to county standards and agree to participate with routine maintenance during operation of the planned mining operation.

I have included a Draft plan of operations, copies of portions of maps and historical data that has been acquitted From Nye County to support this request.

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

Approval and adoption of Resolution in support of reopening the Historic access to Gold Park.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST? YESX_ NO ___

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES_NO X WILL YOU BE PRESENTING WRITTEN INFORMATION AT MEETING? YES X NO_ (Attached)

HAVE YOU DISCUSSED THIS ISSUE WITH THE AFFECTED DEPT. HEAD? YES X Lander County Commissioner Ray Williams NO_

FOR REVIEW BY:

CLERK _____
ASSESSOR _____
___X___
BUILDING _____

SHERIFF _____
WELFARE _____
PLANNING _____

J.P. _____
D.A. X _____
TREASURER _____

14

AIRPORT

REC/AUDITOR

SWIM POOL

PUBLIC WORKS ☒

Lander County Roads

South

W&S

HOSPITAL

CIVIC CEN

GOLF

FAIR/REC

EX.DIRECTOR

COMMISSIONERS

☒

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

SIGNATURE

Ray H. Luthardt

Com District #3

at Request of Mr. Vilgren -

NEVADA RAND LLC
P. O. Box 6681
Fallon, Nevada 89407-6681
775-867-3102

March 19, 2012

Steve Williams/Jim Rigby
Humboldt-Toiyabe National Forest
Tonopah Ranger District
P. O. Box 3490
Tonopah, NV 89049

Re: Plan of Operations/Gold Park/Star of the West Patent

Dear Steve and Jim:

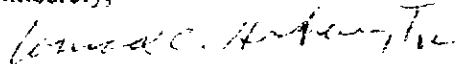
It won't be too long before access to our Gold Park Project via the War Eagle Canyon Road becomes possible. Although our Plan of Operations submission calls for the reopening of the road to the north, we realize authorization for that activity may take some time.

In order to initiate our bulk sampling activity we have decided to use the existing access via the War Eagle Canyon Road, performing minor maintenance within the road prism as needed, as you have suggested.

When we are able to gain access to the area via the War Eagle Canyon Road this spring, we would like to begin work by retimbering the lower portal, on our unpatented claims, to serve as ventilation and as an escapeway for the underground mining we will be doing from access on the patented Star of the West claim. This lower portal was refurbished in the 1980s, but it has suffered from a lack of maintenance since that time. This activity is outlined in our submitted Plan of Operations under IV. C. As the portal adjoins the established road in the area, no overland travel will be needed, and no disturbance will take place outside of the portal area disturbance activities from the 1980s.

We hope these proposed activities raise no undue concerns with your office so we can proceed with our proposed activities as soon as the weather and ground conditions allow us to access the area. Please don't hesitate to call with any questions.

Sincerely,


Conrad Hinshaw,
Field Representative for Nevada Rand

Subject: Nye County Minor Road Project
From: Lorinda Wichman (lawichman@gmail.com)
To: nevadarand@yahoo.com;
Cc: rebeccaelkins@hughes.net;
Date: Wednesday, August 8, 2012 11:37 AM

Ben;

As a follow up to our conversation regarding the access to Gold Park I am attaching a survey record of the area and I have copied Rebecca Elkins, the contractor on Nye County's project.

Given the primary goal of the County's minor county road project is to ensure continued public access through federally managed lands and the conflicting desire of the area ranchers and the mining interest in the Gold Park area to keep the road private at this time. I will **not** make an assertion of the RS2477 jurisdiction at this time. I will ask Rebecca to open a file to hold the historical documentation for a future assertion when you have had time to secure your holdings. Do to a few hundred feet of the road and one of several claims being located in Nye County I will share the file with the Lander County Commission and request they make the same assertion but only when you have requested we follow this path in the future.

I am passing on the information on APN 000-156-66 to Rebecca to assist her in researching the historical documentation of the mining patent.

If this is not an accurate account of our conversation please notify me at your earliest convenience.

Sincerely

Lorinda A Wichman

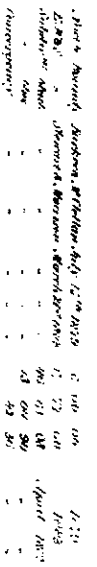
Chairman, Nye County Commission

775-761-1626

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[illegible]

By HELEN CARLSON 1974



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10/10/00 B. 6000
10/10/00 B. 6000
10/10/00 B. 6000

Township 15 NORTH

Range 39 EAST

Monks Diable Base and Meridian.

Chains

East, on a random line between Sections 24 and 25.

Variation

$16\frac{1}{2}^{\circ}$

East.

Ascend

14.00 Top of Ridge, bears $N14^{\circ}W$ and descend clear timber

34.10 Creek 15 lks. wide, runs $N36^{\circ}W$

40.00 Set temporary $\frac{1}{4}$ sec. cor.

On town of Gold Park

41.50 Cross Road, bears $NW\frac{1}{4}SE$.

51.60 Creek 10 lks. wide, runs SE and ascend

79.72 Intersect CB of Tp. 27 lks S of cor. to secs

19.24.25 & 20 from which cor. I run $S89^{\circ}48'W$

on a true line between sections 24 & 25 with same va

39.86 Set a post 3 ft. long, 3 ins. diam. with marked stone.

12 ins. in the ground, for $\frac{1}{4}$ Sec. Cor., marked $\frac{1}{4}$ S. on

N face, dug pits, 18 x 18 x 12 ins., CB and W of

post $5\frac{1}{2}$ ft. dist., and raised a mound of earth $1\frac{1}{2}$ ft.

high, $3\frac{1}{2}$ ft. base, around post.

79.72 The cor. to secs. 23. 24. 25. 26.

Land mountainous Large open Park in

central part. Rich grass

thunder bearing

soil SE rate

GENERAL DESCRIPTION.

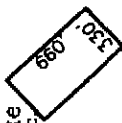
This township is composed principally of Valley Land, the greater portion lying in Smith Valley, which slopes to the North and East. The mountains in the two Eastern tiers are a portion of the Shoshone Range, and are very high and rugged - portions of them being covered with heavy Nut Pine and Cedar Timber. They are of a mineral formation and some of them smooth and covered with Rich grass. There is much water in the mountains which forms several creeks and flows West into the Valley. The town of Gold Park is situated in the Secs. 24 & 25. It is a flourishing mining camp of some 200 inhabitants and several very rich mines have been developed in its immediate vicinity, and prospectors have met with considerable success

6-39
SEC 24, 25, 26
MINERAL PATENTS
JACKSON
MINING DISTRICT

R 39 E

24

Star of the West
Millsite
MS 38B 5.0 ac.



23

26

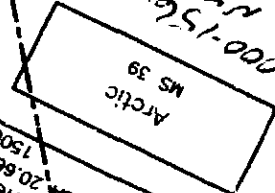
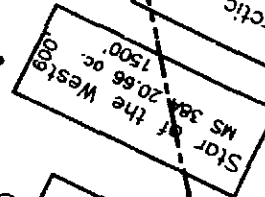
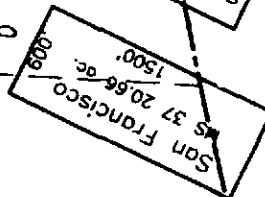
T 15 N



TOIYABAY
N E COUNTY

(4)

098-600-84
098-600-55



000-156-66
224

ACREAGE NOTE:
GROSS ACREAGES WERE OBTAINED FROM THE
MINERAL SURVEY INFORMATION, WHERE PRESENT,
FOR CLAIMS THAT OVERLAP. NET ACREAGE WAS
DETERMINED BY CAD MEASUREMENTS. CLAIMS WERE
CONSIDERED IN CHRONOLOGICAL ORDER OF
LOCATION.

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

PLAN OF OPERATIONS FOR MINING ACTIVITIES
ON NATIONAL FOREST SYSTEM LANDS

USE OF THIS FORM IS OPTIONAL. 1st TIME USERS SHOULD DIRECT QUESTIONS REGARDING THIS FORM OR REGULATIONS (36 CFR 228A) TO THE FOREST SERVICE DISTRICT OFFICE NEAREST YOUR AREA OF INTEREST.

Submitted by:

Signature

OWNER

Title

2-23-2011

Date
(mm/dd/yy)

Signature

Title

Date
(mm/dd/yy)

Plan Received by:

Signature

Title

Date
(mm/dd/yy)

I. GENERAL INFORMATION

- A. Name of Mine/Project: Gold Park/Star of the West
- B. Type of Operation: Underground exploration on patented claim, access via National Forest managed land
(lode, placer, mill, exploration, development, production, other)
- C. Is this a (☒new/☐continuing) operation? (check one).
If continuing a previous operation, this plan (☐replaces/☐modifies/☐supplements) a previous plan of operations. (check one)
- D. Proposed start-up date (mm/dd/yy) of operation: Upon Forest Service approval (summer, fall 2011?)
- E. Expected total duration of this operation: One year after start of work
- F. If seasonal, expected date (mm/dd/yy) of annual reclamation/stabilization close out: _____
- G. Expected date (mm/dd/yy) for completion of all required reclamation: One year after start of work

II. PRINCIPALS

- A. Name, address and phone number of operator:
Nevada Rand LLC, P.O. Box 6681, Fallon, NV 89407-6681 BEN VILJOEN
775 867 3102
- B. Name, address, and phone number of authorized field representative (if other than the operator).
Attach authorization to act on behalf of operator.
Conrad Hinshaw 775 482 6945
- C. Name, address and phone number of owners of the claims (if different than the operator):
TESORO GOLD COMPANY
1508 GENTRY WAY, RENO, NV 89502 775 827 5400

(If more space is needed to fill out a block of information, use additional sheets and attach form)

**PLAN OF OPERATIONS FOR MINING ACTIVITIES
ON NATIONAL FOREST SYSTEM LANDS**

**USE OF THIS FORM IS OPTIONAL! 1st TIME USERS SHOULD DIRECT QUESTIONS REGARDING THIS FORM OR
REGULATIONS (36 CFR 228A) TO THE FOREST SERVICE DISTRICT OFFICE NEAREST YOUR AREA OF INTEREST.**

Submitted by:

Signature

Title

Date
(mm/dd/yy)

Signature

Title

Date
(mm/dd/yy)

Plan Received by:

Signature

Title

Date
(mm/dd/yy)**I. GENERAL INFORMATION**

- A. Name of Mine/Project: Gold Park/Star of the West
- B. Type of Operation: Underground exploration on patented claim, access via National Forest managed land
(lode, placer, mill, exploration, development, production, other)
- C. Is this a (☒new/☐continuing) operation? (check one).
If continuing a previous operation, this plan (☐replaces/☐modifies/☐supplements) a previous plan of operations. (check one)
- D. Proposed start-up date (mm/dd/yy) of operation: Upon Forest Service approval (summer, fall 2011?)
- E. Expected total duration of this operation: One year after start of work
- F. If seasonal, expected date (mm/dd/yy) of annual reclamation/stabilization close out: _____
- G. Expected date (mm/dd/yy) for completion of all required reclamation: One year after start of work

II. PRINCIPALS

- A. Name, address and phone number of operator:
Nevada Rand LLC, P.O. Box 6681, Fallon, NV 89407-6681
- B. Name, address, and phone number of authorized field representative (if other than the operator).
Attach authorization to act on behalf of operator.
Conrad Hinshaw 775 482 6945
- C. Name, address and phone number of owners of the claims (if different than the operator):

(If more space is needed to fill out a block of information, use additional sheets and attach form)

- D. Name, address and phone number of any other lessees, assigns, agents, etc., and briefly describe their involvement with the operation, if applicable:

III. PROPERTY OR AREA

(Name of claim, if applicable, and the legal land description where the operation will be located.)

MC#	Name	Section	Township	Range
M.S. 1577	Star of the West	25 and 36	15 N	39 E
NMC 117376	San Francisco Fraction	"	15 N	39 E
NMC 117277	Star of the West Fraction	"	15 N	39 E
NMC 117378	Arctic No. 1	"	15 N	39 E

IV. DESCRIPTION OF THE OPERATION

- A. **Access.** Show on a map (USGS quadrangle map or a National Forest map, for example) the claim boundaries, if applicable, and all access needs such as roads and trails, on and off the claim. Specify which Forest Service roads will be used, where maintenance or reconstruction is proposed, and where new construction is necessary. For new construction, include construction specifications such as widths, grades, etc., location and size of culverts, describe maintenance plans, and the type and size of vehicles and equipment that will use the access routes.

Access is the primary reason for submission of this plan of operation. Planned mining activities consist of underground exploration and the collection of bulk samples from the Star of the West patented claim.

Although access is available via Forest Service Road 43295 and 43296 the proposed plan calls for the construction of a road connecting the south end of Forest Service Road 43113 with the north end of Road 43295. This construction would allow for ingress and egress from the mine area at a general grade not exceeding 7 percent on the constructed portion, a primary consideration when hauling the needed equipment to the mine, the bulk samples from the mine, and at the end of the sampling program, the mining equipment from the mine. It provides access that never exceeds the elevation of the project, about 7960'. At the end of the program, the road would be reclaimed.

Access to the mine area via 43295 and 43296 includes grades approaching 20%, with one mile of that access route exceeding an elevation of 8000'. Switchbacks on this access are incompatible with the haulage of mining equipment in and out of the site, and the removal of the bulk samples. (Grades based on maps.)

Attached find a map showing the proposed route of the one mile in length road construction. The construction will include using the base of the original road to Gold Park, in use previous to 1883, and formerly identified as National Forest Road 113. Actual construction of the road surface will be limited to areas where the old road has been washed out, the main activity is making the road passable by removing the dense stands of willow trees that have encroached on the road width.

- B. **Map, Sketch or Drawing.** Show location and layout of the area of operation. Identify any streams, creeks or springs if known. Show the size and kind of all surface disturbances such as trenches, pits, settling ponds, stream channels and run-off diversions, waste dumps, drill pads, timber disposal or clearance, etc. Include sizes, capacities, acreage, amounts, locations, materials involved, etc.

(If more space is needed to fill out a block of information, use additional sheets and attach form)

Map 1 is a copy of the portion of the South Shoshone Peak, Nev. 15-minute quadrangle showing the general location of the project and the planned access.

Map 2 consists of portions of the Gold Park, Nevada and the South Shoshone Peak 7.5-minute quadrangles showing the location of the Star of the West patented lode claim, the Forest Service access as shown on the 2011 Humboldt-Toiyabe National Forest Motor Vehicle Use Map, North shoshone and Toiyabe Ranges, and the proposed access to the patented claim project area.

Map 3 is a portion (enlarged to 1"=500') of the Gold Park, Nevada 7.5-minute quadrangle showing the location of the Star of the West Patented lode claim, the location of the lower portal on the unpatented Star of the West Fraction, and the location of the middle portal on the patent, which will be Nevada Rand's access to the underground exploration/sampling program at the site.

(If more space is needed to fill out a block of information, use additional sheets and attach form)

-
- C. **Project Description.** *Describe all aspects of the operation including mining, milling, and exploration methods, materials, equipment, workforce, construction and operation schedule, power requirements, how clearing will be accomplished, topsoil stockpile, waste rock placement, tailings disposal, proposed number of drillholes and depth, depth of proposed suction dredging, and how gravels will be replaced, etc. Calculate production rates of ore. Include justification and calculations for settling pond capacities, and the size of runoff diversion channels.*

The actual mining will be done underground on the patented Star of the West claim, where material will be drilled, blasted, and removed via the middle portal on the patented claim. Work will be done by an exproation crew not exceeding four miners working a ten-hour day shift. Explosives whould be transported to the site by a licensed carrier, and stored in a locked powder magazine in the underground portion of the patented claim. Waste and ore will be transported from the working face. Electric power will be provided by a genset stationed at the middle portal.

Clearing of the road base will be done with a small dozer (D-4 to D-5 equivalent), removing the small willow trees to a width of 12 feet, sufficient to meet MSHA regulations requiring a roadway width of 1.5 times the width of the largest equipment used, which will be a ten-wheel dump truck. The willows trees removed will be spread out along the length of the road, not stacked in piles.

At the lower portal, the existing access will be used and the portal condition will be reviewed for use as a secondary escape route from the underground work area. A winze connects the middle and lower levels. If needed, new timber would be installed at the portal to bring it into compliance as an escapeway. The lower opening will act as a ventilation inlet or outlet, but this function requires no disturbance, construction, or fixtures.

-
- D. **Equipment and Vehicles.** *Describe that which is proposed for use in your operation (Examples: drill, dozer, wash plant, mill, etc.). Include: sizes, capacity, frequency of use, etc.*

Underground tram and cars (will remain on patented claim)

Pickups (transportation to and from site)

10-wheel dump truck (equipment to and from site, bulk sample material from site)

Diesel generator for power for ventilation system, drills, charging units (will remain on patented claim at middle portal)

-
- E. **Structures.** *Include information about fixed or portable structures or facilities planned for the operation. Show locations on the map. Include such things as living quarters, storage sheds, mill buildings, thickener tanks, fuel storage, powder magazines, pipelines, water diversions, trailers, sanitation facilities including sewage disposal, etc. Include engineering design and geotechnical information for project facilities, justification and calculations for sizing of tanks, pipelines and water diversions, etc.*

Any fixed or portable structures will be placed at the middle level portal, on the patented claim. The powder magazine will be located underground on the patent. The portable sanitation facilites will be a portable toilet mounted on a trailer, to be transported off site for servicing.

V. ENVIRONMENTAL PROTECTION MEASURES (SEE 36 CFR 228.8)

- A. **Air Quality.** *Describe measures proposed to minimize impacts on air quality such as obtaining a burning permit for slash disposal or dust abatement on roads.*

(If more space is needed to fill out a block of information, use additional sheets and attach form)

No impacts on air quality are expected, as no burning of slash is planned, and due to the primitive nature of the road vehicles will not be traveling at speeds that will require any dust abatement. During operations, it would be reviewed as to whether there may be a need to mitigate any impacts on air quality.

B. Water Quality. *State how applicable state and federal water quality standards will be met. Describe measures or management practices to be used to minimize water quality impacts and meet applicable standards.*

1. *State whether water is to be used in the operation, and describe the quantity, source, methods and design of diversions, storage, use, disposal, and treatment facilities. Include assumptions for sizing water conveyance or storage facilities.*
2. *Describe methods to control erosion and surface water runoff from all disturbed areas, including waste and tailings dumps.*
3. *Describe proposed surface water and groundwater quality monitoring, if required, to demonstrate compliance with federal or state water quality standards.*
4. *Describe the measures to be used to minimize potential water quality impacts during seasonal closures, or for a temporary cessation of operations.*
5. *If land application is proposed for waste water disposal, the location and operation of the land application system must be described. Also describe how vegetation, soil, and surface and groundwater quality will be protected if land application is used.*

1. Drinking water will be transported to the operation. Water necessary for underground drilling will be gathered by constructing a small dam underground to trap water made by the mine for drill water. Needed quantities for this purpose would probably be less than 100 gallons per day.

2. Best management practices will be used in the construction of the road, using the old base whenever possible. It is expected that at the location where the Park Creek drainage meets the Gold Park (the northern terminus of Forest Road 43295 drainage some regrading will be necessary. (This is thought to be the portion of the road that was washed out in the mid 1980s.) The bottom of the Park Creek channel would be reinforced with coarse rock, and the sides reduced in steepness to create a broad swale to allow passage of vehicles. The activity on the surface of the patent will be minimal and confined to the mine dump at the middle portal, which is stable. Road building on the patent will be limited and done in a way so as to lessen the potential for erosion via surface water runoff.

3. It is not thought the operation as proposed will require any surface water or groundwater quality monitoring. The Corps of Engineers and NDEP will be consulted to ensure this is the case.

4. It is not thought there will be any special measures required to minimize water quality impacts during any closures of the operation, although it is certainly possible some will be noted during the duration of the project.

5. No land application of waste water is proposed.

C. Solid Wastes. *Describe the quantity and the physical and chemical characteristics of solid waste produced by the operation. Describe how the wastes will be disposed of including location and design of facilities, or treated so as to minimize adverse impacts.*

Solid wastes from the operations are confined to refuse and garbage generated by maintenance of the operation and items discarded by employees. This will mainly consist of empty containers that held parts and supplies, as well as empty food and drink containers. These items will be deposited into covered garbage containers and later transported to a permitted waste facility. Sanitation facilities consist of a portable toilet regularly maintained by a local supplier. Waste oil and any other used operational fluids will be placed in clearly marked containers and transported from the site for proper disposal or approved use.

D. Scenic Values. *Describe protection of scenic values such as screening, slash disposal, or timely reclamation.*

(If more space is needed to fill out a block of information, use additional sheets and attach form)

Scenic values at the site will be little affected by the proposed project and the minor impacts will be reduced as much as possible by timely reclamation.

(If more space is needed to fill out a block of information, use additional sheets and attach form)

- E. Fish and Wildlife.** *Describe measures to maintain and protect fisheries and wildlife, and their habitat (includes threatened, endangered, and sensitive species) affected by the operations.*

The operation will avoid creating any conditions that would put wildlife or wildlife habitat at risk, although some ground clearance of potential habitat is necessary in the clearing of the road bed. Besides access, all activities will be on previously disturbed mine dumps or underground.

-
- F. Cultural Resources.** *Describe measures for protecting known historic and archeological values, or new sites in the project area.* The road dates back to the late 1800s, but its continued use and maintenance into the 1980s has probably removed any possible artifacts from the road bed itself. It is not intended for the clearing of the road to disturb an area outside of the old road bed, and the remainder of the access will be either on Forest Service Road 43295 or on the patented claim itself.

Nevada Rand LLC will treat any cultural or historic resource as directed by the Forest Service. If any cultural resources are encountered while conducting activity on Forest Service ground, work will cease and the Forest Service will be notified before operations may proceed.

G. Hazardous Substances.

1. *Identify the type and volume of all hazardous materials and toxic substances which will be used or generated in the operations including cyanide, solvents, petroleum products, mill, process and laboratory reagents.*

Materials used in the operations are limited to fuels (diesel and gasoline), engine oil, hydraulic fluids, gear oils, greases, etc. and antifreeze. Fuel will be transported in tanks mounted in pickup beds, there will be no fuel storage tank on site.

-
2. *For each material or substance, describe the methods, volume, and frequency of transport (include type of containers and vehicles), procedures for use of materials or substances, methods, volume, and containers for disposal of materials and substances, security (fencing), identification (signing/labeling), or other special operations requirements necessary to conduct the proposed operations.*

Items will be brought to the site on an as-needed basis, which results in small amounts of material being stored on the site at any given time. Containers will bear the manufacturer's labeling when they arrive on site, and any containers used to store "used" fluids are clearly marked with the type of material and the word "used." Engine oil and hydraulic oil will be in the manufacturer's five-gallon plastic containers. Copies of the Material Safety Data Sheets for the various items will be kept in a notebook on site.

-
3. *Describe the measures to be taken for release of a reportable quantity of a hazardous material or the release of a toxic substance. This includes plans for spill prevention, containment, notification, and cleanup.*

The main spill preventions at the site will consist of proper equipment maintenance and the regular checking of equipment for leaks. In the event of a spill, the first steps are to stop the spill and contain the contents of the spill to as small an area as possible. A spill kit will be available to reduce the amount of fluid soaking into the soil. Cleanup methods at the site would most likely be transferring hydrocarbon contaminated soil (and absorbent material) to a container for transport and disposal at a permitted facility.

NDEP lists the reportable quantity for petroleum products as 25 gallons or 3 cubic yards of contaminated material. A reportable spill must be reported to NDEP no later than the end of the first working day of the release.

- H. **Reclamation.** *Describe the annual and final reclamation standards based on the anticipated schedule for construction, operations, and project closure. Include such items as the removal of structures and facilities including bridges and culverts, a revegetation plan, permanent containment of mine tailings, waste, or sludges which pose a threat of a release into the environment, closing ponds and eliminating standing water, a final surface shaping plan, and post operations monitoring and maintenance plans.* Reclamation of the one mile portion of access would begin a year from the date of the initiation of construction of the access. It would consist of ripping the road surface to remove the compaction brought about by use by Nevada Rand. It is possible some sections may not be rippable due to rock and conditions brought about by the continued use of the road bed from the 1880s to the 1980s.
Methods of attempting to enhance revegetation of the disturbance will be discussed with the Forest Service

VI. FOREST SERVICE EVALUATION OF PLAN OF OPERATIONS

- A. **Required changes/modifications/special mitigation for plan of operations:**

- B. **Bond.** Reclamation of all disturbances connected with this plan of operations is covered by Reclamation Performance Bond No. _____, dated (mm/dd/yy) _____, signed by _____ (Principal) and _____ (Surety), for the penal sum of _____. This Reclamation Performance Bond is a guarantee of faithful performance with the terms and conditions listed below, and with the reclamation requirements agreed upon in the plan of operations. This Reclamation Performance Bond also extends to and includes any unauthorized activities conducted in connection with this operation.

The bond amount for this Reclamation Performance Bond was based on a bond calculation worksheet. The bond amount may be adjusted during the term of this proposed plan of operations in response to changes in the operations or to changes in the economy. Both the Reclamation Performance Bond and the bond calculation worksheet are attached to and made part of this plan of operations. Acceptable bond securities (subject to change) include:

1. *Negotiable Treasury bills and notes which are unconditionally guaranteed as to both principle and interest in an amount equal at their par value to the penal sum of the bond; or*
 2. *Certified or cashier's check, bank draft, Post Office money order, cash, assigned certificate of deposit, assigned savings account, blanket bond, or an irrevocable letter of credit equal to the penal sum of the bond.*
-

VII. TERMS AND CONDITIONS

- A. If a bond is required, it must be furnished before approval of the plan of operations.
- B. Information provided with this plan marked confidential will be treated in accordance with the agency's laws, rules, and regulations.
- C. Approval of this plan does not constitute certification of ownership to any person named herein and/or recognition of the validity of any mining claim named herein.
- D. Approval of this plan does not relieve me of my responsibility to comply with other applicable state or federal laws, rules, or regulations.
- E. If previously undiscovered cultural resources (historic or prehistoric objects, artifacts, or sites) are exposed as a result of operations, those operations will not proceed until notification is received from the Authorized Officer that provisions for mitigating unforeseen impacts as required by 36 CFR 228.4(e) and 36 CFR 800 have been complied with.
- F. This plan of operations has been approved for a period of _____ or until (mm/dd/yy) _____. A new or revised plan must be submitted in accordance with 36 CFR part 228, subpart A, if operations are to be continued after that time period.

VIII. OPERATING PLAN ACCEPTANCE

☐ ☐ We have reviewed and agreed to comply with all conditions in this plan of operations including the required changes, modifications, special mitigation, and reclamation requirements.

☐ ☐ We understand that the bond will not be released until the Authorized Officer in charge gives written approval.

Signature of ☐ Operator (or ☐ Authorized Representative)

(Date)
(mm/dd/yy)

IX. OPERATING PLAN APPROVAL

(Name)

(Title)

Signature of (Authorized Officer)

(Date)
(mm/dd/yy)

Burden and Non-Discrimination Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0022. The time required to complete this information collection is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

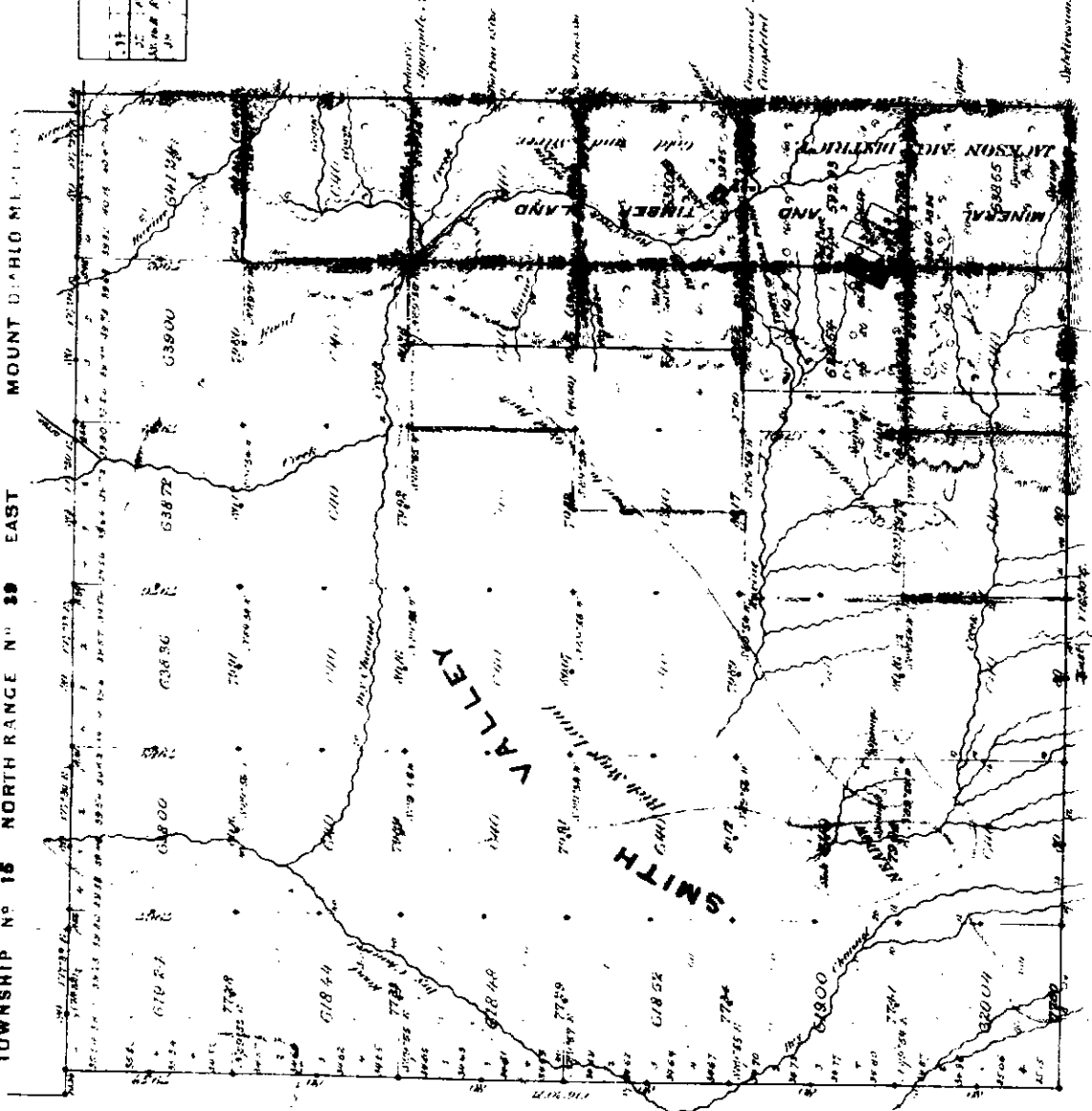
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

(If more space is needed to fill out a block of information, use additional sheets and attach form)

TOWNSHIP No 15 NORTH RANGE No 30 EAST MOUNT DIABLO NEBRASKA

No.	Platoon	Route	Remarks
27	1st Battalion, 4th Infantry Division	Area, American Zone of the MG	24/10/51
28	1st Battalion, 4th Infantry Division	Area, American Zone of the MG	24/10/51

2010-09-06



Skeletons were found with a incision of 11.361 feet.

34 East 48th Street
New York, N. Y.
March 1, 1942

15, 20/25

100

11-25-64

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1

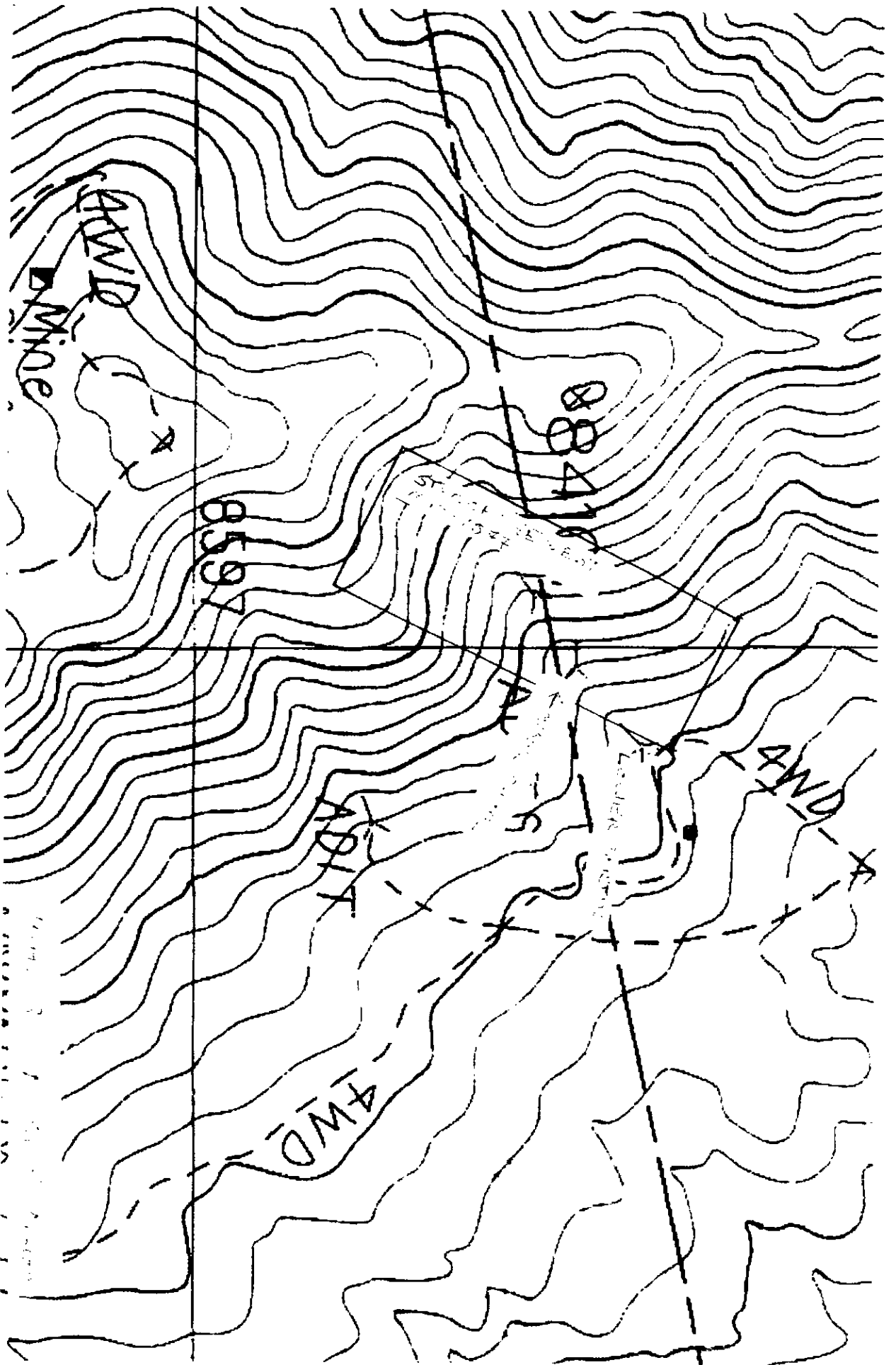
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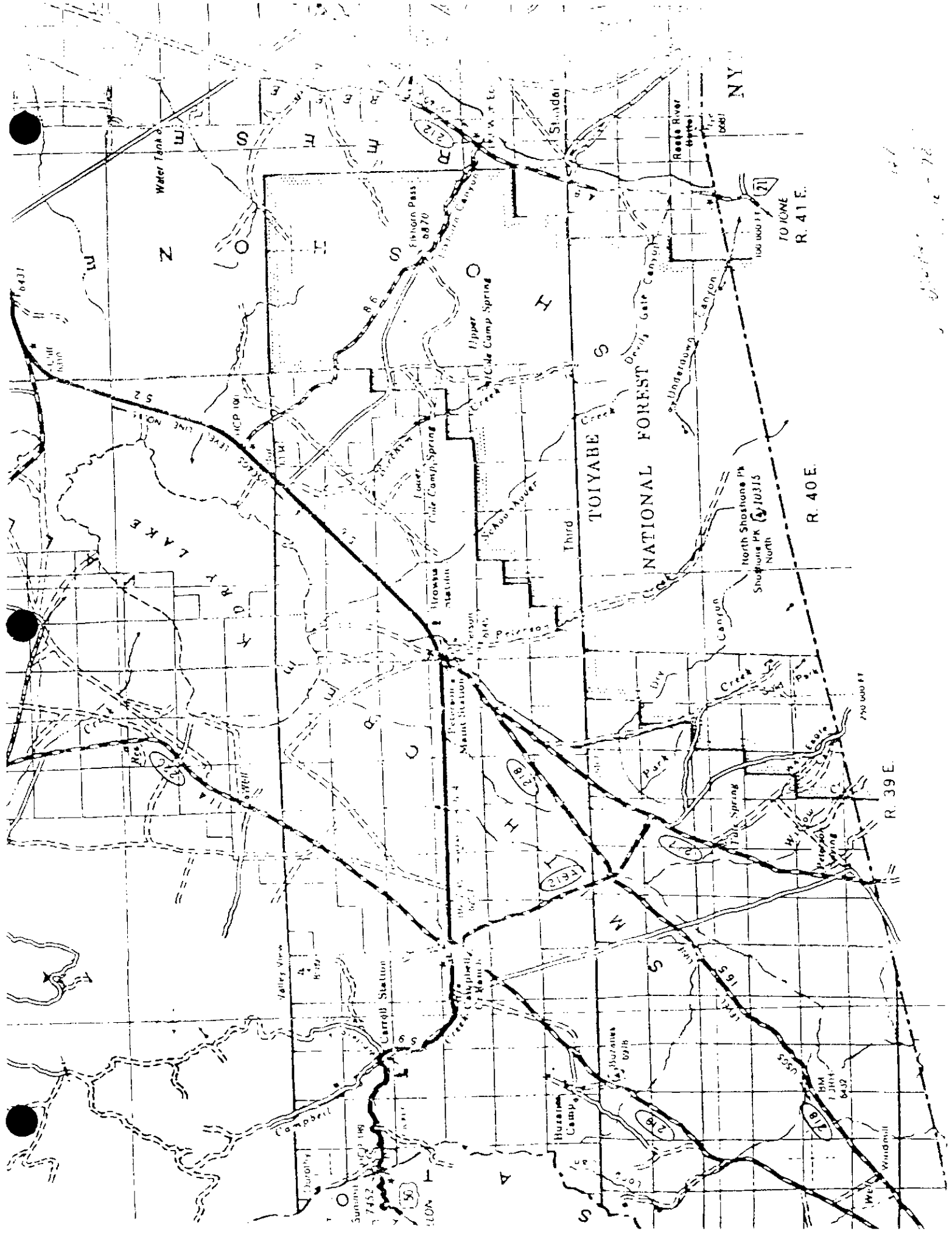
2000

Mem. . Nevada
June 14th 1883

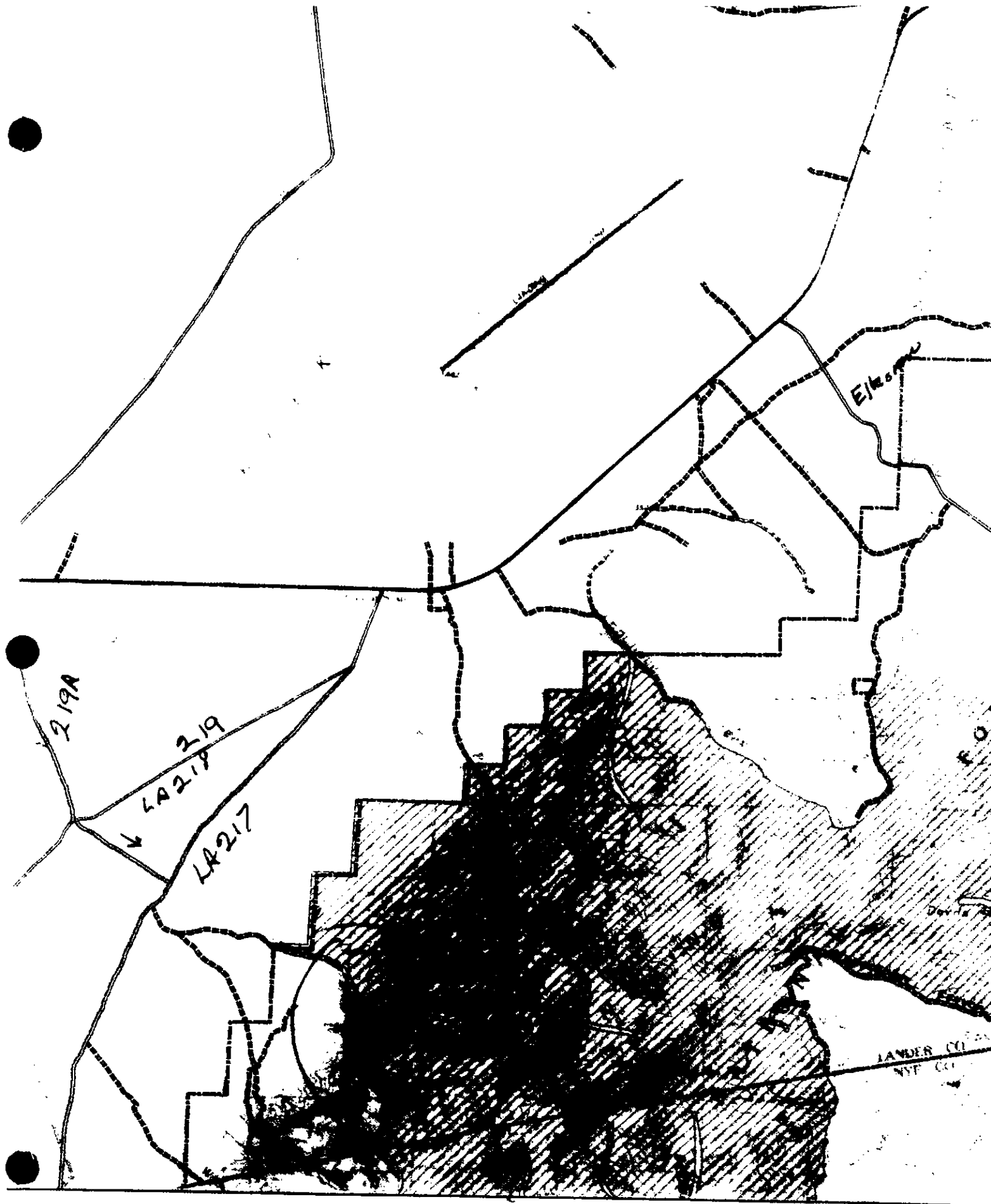


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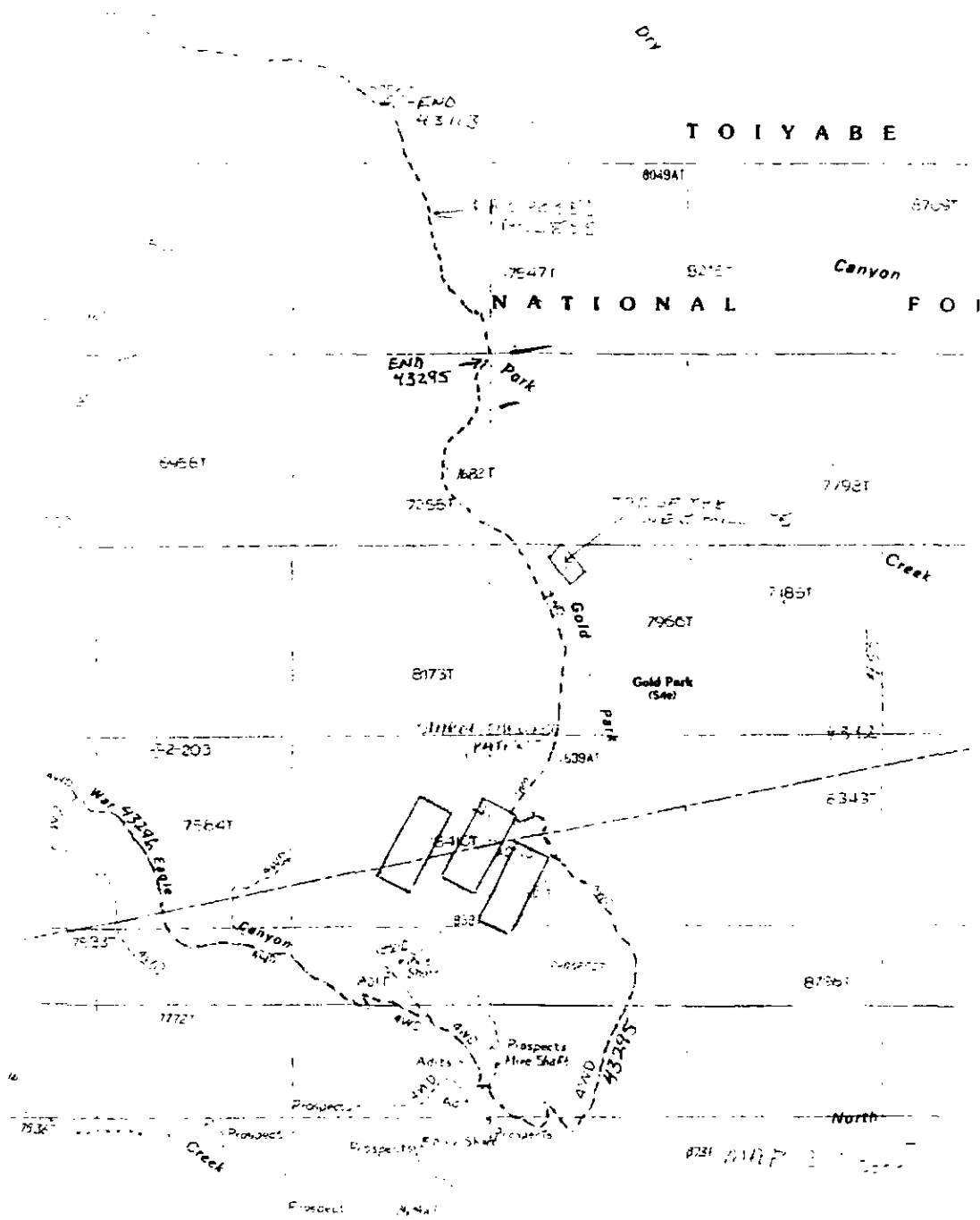


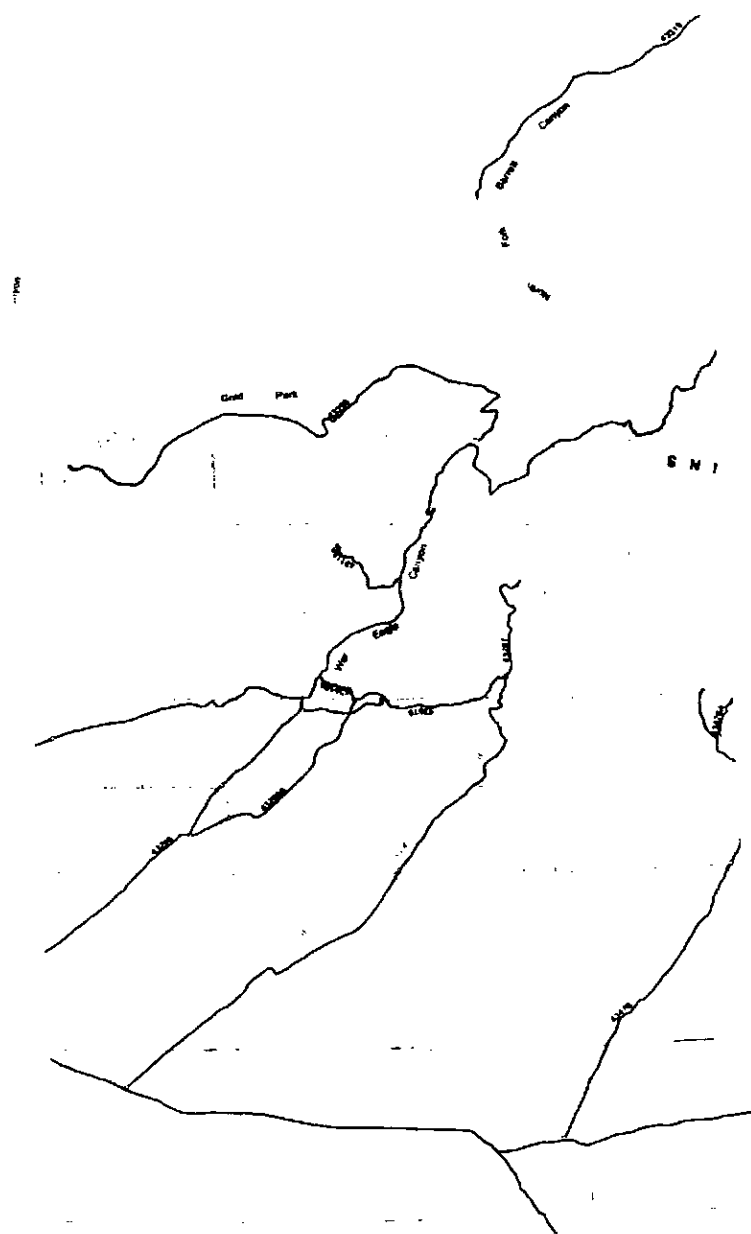


12-72



Summit Engineering Sept 2010
Lander Co Status at Main Road

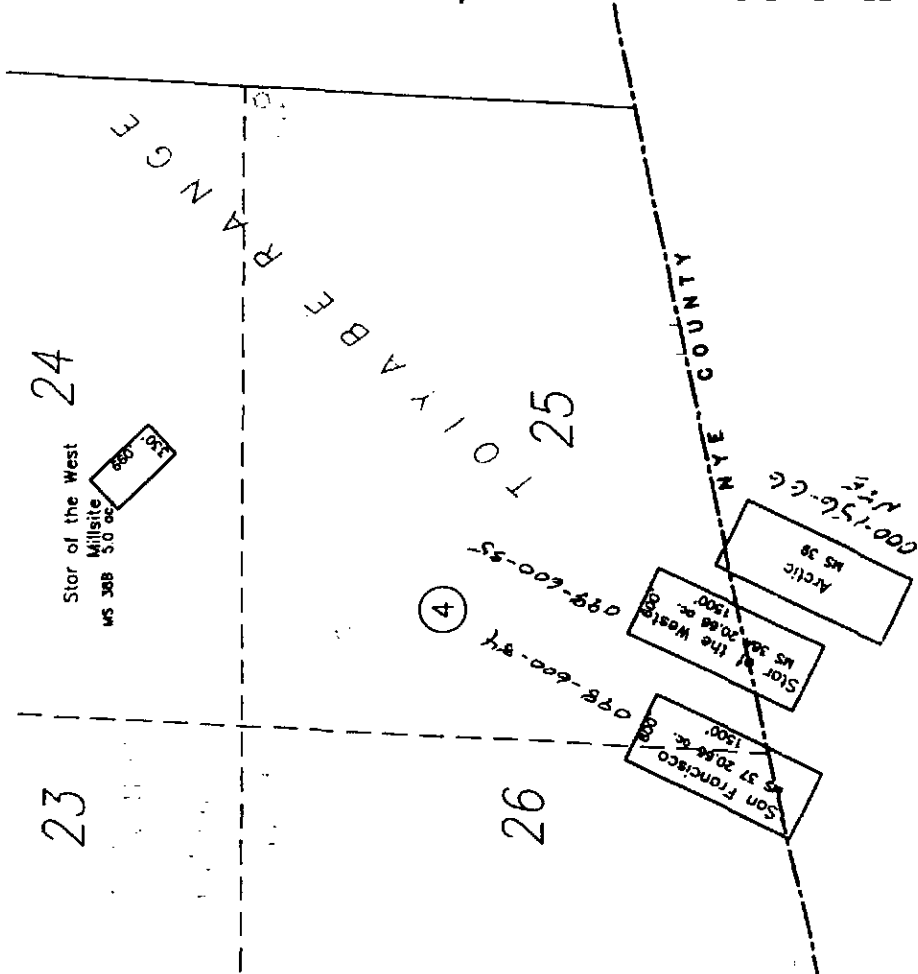




FS MAP

6-39
 SEC 24, 25, 26
 MINERAL PATENTS
 JACKSON
 MINING DISTRICT

R 39 E



ADVERSE NOTE:
 ADVERSE CLAIMS WERE OBTAINED FROM THE
 UNITED STATES DEPARTMENT OF THE INTERIOR,
 BUREAU OF LAND MANAGEMENT, WHERE PRESENT
 FOR CLAIMS THAT COVERED THE AREA WERE
 DETERMINED BY THE BUREAU OF LAND MANAGEMENT
 TO BE IN CONFLICT WITH THE ADVERSE CLAIMS WERE
 CONSIDERED IN CHRONOLOGICAL ORDER OF
 LOCATION.

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 DELIVERED HEREON. USE OF
 THIS PLAT FOR OTHER THAN ASSESSMENT
 PURPOSES IS FORBIDDEN UNLESS APPROVED
 BY THE DEPT. OF UTAH.

LANDER COUNTY

LANDER COUNTY PUBLIC LAND USE ADVISORY
PLANNING COMMISSION
NOVEMBER 6, 2012

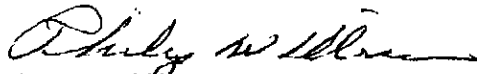
LANDER COUTY COMMISSIONERS
315. HUMBOLDT ST
BATTLE MOUNTAIN, NEVADA

Attn: Commissioners Brian Garner, Steve Stienmetz, Dean Bullock, Dave Mason and Ray H. Williams

The Lander County Public Land Use Advisory Planning Commission, at their meeting of November 5th, 2012, discussed the agenda item on re-opening of the Gold Park Road, which is Lander County Road #217, up Park Creek, to the historical mining community of Gold Park and private properties. This property is located in Sections 25 and 26, T39 E, R15N.

The Public Lands board would like to support the Lander County Commissioners regarding the resolution to reopen the access road to Gold park and to have the USFS and Lander County Road Department work together in this process.

Thanking you in advance for your help in this matter.



Chairman Philip Williams

Lander County Land use Advisory Planning Commission

Jkb/pw.

DRAFT ONLY
FOR COMMISSION CONSIDERATION

LANDER COUNTY
Job Description
Office Manager

Grade: N/A
Classification: Unclassified – Office manager
Position: Full Time
Probationary Period: Six Months
Position Status: FLSA exempt

DEFINITION: Under general supervision of the Lander County Board of Commissioners, performs a variety of administrative, organizational and research duties. Position requires extreme confidentiality, initiative, independent judgment, administrative expertise, and strong interpersonal skills.

DISTINGUISHING CHARACTERISTICS: Works under the direction of the Commission and expected to provide a full range of support services. Uses independent discretion to execute duties delegated by the Commission, and in certain circumstances, to act on behalf of the Commission.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically performed by an employee in this position. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.

1. Assist the Commission in oversight of the Battle Mountain Airport and in administration of the FBO (Fixed Base Operator) contract at the Battle Mountain Airport. Assist the Commission and the Austin Airport Board in oversight of airport in Austin.
2. Assist the Commission in the administration of the management services contract for the Mountain View Golf Course.
3. Assist the Commission in coordination of the flow of information for departments under the auspices of the Commission. Provide administrative support for the Commission in oversight of departments under the auspices of the Commission.
4. Assist the Commission in personnel issues, including the coordination of the employee evaluation process, for departments under the auspices of the Commission.
5. Assist the Commission in oversight of the mosquito abatement program including contract administration for the entomologist and any subcontractors.

6. Assist the Commission in oversight, planning and developing financing alternatives for certain capital projects.
7. Assist the Commission in monitoring the County's Capital Improvement Plan.
8. Assist the Commission in preparation and monitoring of operating and certain capital budgets.
9. Assist the Commission in administration of cooperative and interlocal agreements.
10. Respond to requests or complaints from county employees or the general public; refers request and complaints to appropriate staff or the Board of County Commissioners; provides written follow-up, if necessary.
11. Conduct research, prepare reports, make recommendations for Commission action and draft responses to assist the Commission.
12. Assist the Commission in coordination and communication with the County's advisory boards, which may include research, report preparation and recommendation for action by the Commission for issues addressed by advisory boards.
13. Assist the Commission and department heads under the auspices of the Commission in drafting policies, procedures and Lander County Standard Practices for review and approval by the Board of County of Commissioners.
14. Assist the Commission and department heads under the auspices of the Commission in procurement, including review of bid packets and requests for proposals, and in monitoring the Lander County procurement function.
15. Provide general administrative support for the Commission.
16. Other duties as required.

MINIMUM QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability: Knowledge of (i) administrative techniques used in budgeting, personnel, contract administration, procurement, operations, and general office management; (ii) research, documentation and report writing; (iii) the functions of various governmental agencies; (iv) general computer information systems and current office computer application programs; (v) methods to deliver cost-effective, customer-oriented local government operations.

Ability to (i) understand, interpret and apply rules, policies, practices, procedures, regulations and ordinances; (ii) gather and analyze a variety of data and prepare appropriate reports; (iii) exhibit highly effective oral and written communications; (iv) independently carry out an assortment of special and on-going projects; (v) work efficiently and effectively under

pressure of deadlines, conflicting demands, and emergencies; (vi) work effectively with County staff, elected and appointed officials, members of elective and appointive bodies outside Lander County and members of the general public; and (vii) assist in the design of streamlined policies, practices and procedures and consistently and fairly implement the approved policies and procedures.

Experience and Training: A bachelor's degree with major in public or business administration, management, accounting, economics, human resources, or a related field is required. Five years of experience in such fields may be substituted for the bachelor's degree.

Two years experience in an administrative capacity is preferred.

Also, direct working experience with governmental board or commission is preferred.

License(s)/Certificate(s): None required.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Duties require sufficient mobility to use standard office equipment including calculator, computer and telephone and sufficient vision to read detailed narrative documentation, computer printouts and other material related to work requirements. Strength and stamina to sit at a desk for extended periods, perform occasional light lifting (up to 25 pounds), perform tasks requiring reaching, squatting and bending; and endure long periods of standing.

Date Approved/Amended: DRAFT PENDING APPROVAL.

Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee.

Lander County is an equal opportunity employer.

Lander County is a drug free work place.

A copy of this job description was received by _____ this
day of _____, 201____,

Signed:

#15

400 Main Street
P. O. Drawer E
Lovelock, NV 89419
775-273-2342/775-273-5078
kweener@pershingcounty.net

**Pershing County
Board of
Commissioners**

Fax

To:	Commissioner Ray Williams	From:	Karen Wesner, Admin. Assist.
Fax:	775-964-2640- 2455	Pages:	
Phone:		Date:	
Re:	Job Description-Admin. Assist	CC:	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

PERSHING COUNTY CLASS SPECIFICATION

ADMINISTRATIVE ASSISTANT TO COUNTY COMMISSIONERS

DEFINITION

Under direction of the Pershing Board of County Commissioners, provides administrative and clerical support to the members of the Board of Commissioners; independently completes ongoing and special projects; makes studies of administrative issues and reports findings; and performs other work as assigned.

DISTINGUISHING CHARACTERISTICS

The employee in this position is appointed by and serves at the pleasure of the Pershing Board of County Commissioners.

EXAMPLES OF DUTIES

The duties listed below are examples of the work typically performed by the employee in this class. Not all assigned duties may be listed. *Marginal duties (shown in italics)* are those which are non-essential job functions for this class.

1. Coordinates office support activities for the Pershing County Board of Commissioners; assists in the development and implementation of administrative policies and procedures by gathering and analyzing data.
2. Conducts studies; completes a variety of organizational and administrative projects involving research and analysis. prepares reports for presentation or submission to the appropriate sources.
3. Assists public and other departments or agencies, in person and by phone, by answering inquiries related to County services and programs; explains rules, policies and procedures; explains proper use and completion of forms and documents.
4. Maintains records and files; compiles and assembles information from files, records and regulations in response to inquiries from the general public or to assist County staff; types a variety of material including graphs, charts, reports, resolutions, forms, and legal documents; composes correspondence.
5. Administers special grant programs such as the CDBG program; prepares and administers grant budgets; conducts meetings of grant program participants; completes financial and narrative reports regarding grant funded activities.
6. Writes and types correspondence, agendas, reports, and other documents; gathers and assembles agenda packets for Board of Commissioners and other formal meetings.
7. May represents the Pershing County Board of Commissioners with other governmental agencies, and at community functions; participates in various committees; may serve as chairperson; facilitate the meetings; prepare agendas, minutes and make regular reports to the Pershing County Board of Commissioners.

PERSHING COUNTY CLASS SPECIFICATION

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Ability

Knowledge of: basic regulations and principles applicable to bookkeeping and financial record keeping principles and methods; data collection and report writing; office management; practices and procedures, including filing and the operation of standard office equipment; basic record management principles and practices, record keeping methods and filing systems; correct English usage including spelling, grammar and punctuation; business arithmetic; principles of general accounting and municipal/fund accounting; business correspondence forms and styles; functions of various governmental agencies.

Ability to: understand, interpret and apply rules, regulations and ordinances; gather and analyze a variety of data and prepare appropriate reports; perform detailed record keeping work using numerical data and requiring calculations; understand oral and written instructions and policies and independently act upon the instructions and policies; apply the principles of accounting to maintenance of financial records; organize work to meet deadlines; make appropriate decisions independently and in accordance with established policy; establish and maintain effective working relationships with employees and the general public; work harmoniously and tactfully with other employees, representatives of organizations conducting business with the County and the general public; compose routine correspondence and narrative reports; perform detailed office work; operate standard office equipment including a word processor or computer terminal; organize and maintain accurate files and records; provide factual information both in person and on the telephone; accurately type at a rate sufficient to perform assigned duties.

Special Requirements

May require possession of a valid Nevada driver's license at time of appointment.

Experience and Training

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Course work in public or business administration, management, accounting, economics, English, or a related field plus two years performing administrative or executive secretarial tasks which includes experience related to general administration, or budgetary analysis and research, writing reports or the administration of on-going or special projects.

Physical Demands

Strength, dexterity, coordination and vision to use keyboard and video display terminal. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to 25 lbs. such as, files, stacks of paper, reference and other materials. Moving from place to place within the office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; dealing with uncooperative, upset individuals in the office and in the field.

FLSA Status: Non-Exempt

October, 1996

ADMINISTRATIVE ASSISTANT**DEFINITION:**

Under direction, provides administrative and staff support to the County Administrator; independently completes on-going and special projects; makes studies of methods, procedures and administrative problems and recommends improvements or solutions; and performs other work as assigned.

DISTINGUISHING CHARACTERISTICS:

Position provides a comprehensive range of administrative support services to the County Administrator.

EXAMPLES OF DUTIES:

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in *italics*) are those which are **least** likely to be essential functions for any single position in this class.

1. Coordinates administrative activities for variety of programs managed by County Administrator; assists in the development and implementation of administrative policies and procedures through research and analysis; makes recommendations on procedures, work flow, training needs, and equipment use; may supervise clerical employees.
2. Conducts studies; completes a variety of organizational and administrative projects involving research and analysis; collects data and analyzes work programs and cost estimates in connection with various County budgets; assists in the preparation of budgets.
3. Researches, analyzes and makes recommendations on potential programs for funding under special grant programs; prepares grant applications; administers grant programs such as Community Development and Community Services Block Grants and other Federal and State grant programs; prepares and administers grant budgets; conducts meetings of grant program participants; completes financial and narrative reports regarding grant funded activities.
4. Assists in administering the County's personnel system; answers questions and provides information regarding County personnel policies, procedures and contracts; assists in administering classification and compensation plan; conducts salary surveys; drafts job classification specifications; coordinates the recruitment and selection of applicants for County employment; writes and places advertisements; reviews and keeps records of applications received; assists in preparing or selecting applicant screening tests; provides instructions to participants on interview panels; drafts job offer letters and letters to unsuccessful applicants; schedules physical examinations; conducts background checks.
5. May serve as County Administrator's representative on the management collective bargaining team; gathers information and prepares reports in support of management's positions in collective bargaining.
6. Assists with development of and conducts employee training programs including employee orientation, health and safety training, and other employee training and development programs; administers various non-monetary employee benefit programs such as, the Family Medical Leave Act (FMLA), the Americans With Disabilities Act (ADA) and other such programs; coordinates committee activities, meetings and related responsibilities and assigned projects, such as the County Safety Committee.
7. Coordinates County's Drug and Alcohol Testing Program; makes arrangements with supervisors for random drug/alcohol screening of employees; receives confidential test results from health care providers; maintains confidential records regarding results of drug/alcohol tests; makes recommendations regarding policy updates and revisions.
8. Serves as the liaison with County departments to troubleshoot computer related problems; develops, updates and maintains online information such as the County Home Page; maintains internet access; utilizes online capabilities to research a variety of topics and maintain an online link with various information sources.

9. Represents County Administrator with County departments, governmental agencies, and community groups as assigned; may make oral and written presentations to Board of County Commissioners and to other public and private groups.
10. Writes and types correspondence, transcripts, forms, agendas, minutes, reports, resolutions, and other documents.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability:

Knowledge of administrative techniques used in budgeting, accounting and office management; data collection and report writing; office methods and procedures; computer systems applications; functions of various governmental departments and agencies.

Ability to understand, interpret and apply rules, regulations and ordinances; gather and analyze a variety of data and prepare appropriate reports; communicate orally and in writing; independently carry out an assortment of special and on-going projects; supervise the work of clerical staff; type at a rate sufficient to perform assigned duties.

Special Requirements:

Possession of a driver's license or alternate means of travel.

Experience and Training:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Completion of two years of college which included course work in public administration or business administration, accounting, human resources, economics, English, and related fields, plus two years of experience related to general administration, accounting, human resources or budgetary analysis which included research, analysis and the preparation of written reports related to the administration of on-going or special projects and utilization of automated technology.

PHYSICAL DEMANDS:

Strength, dexterity, coordination and vision to use keyboard and video display terminal for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to twenty-five pounds such as files, stacks of paper, reference and other materials; moving from place-to-place within the office; some reaching for items above and below desk level.

WORKING CONDITIONS:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events; frequent extended work hours.

FLSA STATUS:

Exempt.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

COUNTY ADMINISTRATOR**DEFINITION:**

Under policy direction of the Board of Commissioners, acts as chief administrative officer for the County responsible for managing the overall operation and administration of the County government; and performs other work as required.

DISTINGUISHING CHARACTERISTICS:

This is a single position class responsible to the Board of Commissioners for managing the implementation of Commission policies and administrative direction, and for direction of County management staff and of County resources. The employee in this class is an unclassified, "at-will" employee serving at the pleasure of the County.

EXAMPLES OF DUTIES:

The duties listed below are examples of the work typically performed by the employee in this class. Not all assigned duties may be listed. *Marginal duties* (shown in *italics*) are those which are non-essential functions for this class.

1. Develops, evaluates and implements administrative policies and procedures to meet Commission goals and objectives; supervises the performance of County departments under the jurisdiction of the County Commission; directs the establishment of standards, goals and objectives and evaluates the performance of departments; coordinates the activities of the various County departments to ensure timely, efficient and effective delivery of programs and services.
2. Directs, develops and evaluates appointed department heads; selects, directs, develops and evaluates staff; develops and implements training programs to enhance the capabilities of department heads and staff and improve the delivery of services; provides direction, instruction, training and support to staff; hears, responds to and resolves staff problems, concerns, complaints and grievances; administrative discipline.
3. Manages the County's personnel system for all County employees; administers classification and compensation plans; administers and enforces the County's personnel contracts and policies, develops and conducts employee orientation, training and development programs; supervises and participates in the design and conducting of recruitments and applicant screening activities; hears, responds to and resolves employee problems, concerns, complaints and grievances.
4. Negotiates and/or supervises the negotiation of County's contractual agreements subject to the limitations of law and Commission direction; administers and enforces agreements.
5. Prepares and administers budgets; accounts for variances between projected and actual expenditures; in cooperation with the County's chief financial officer, develops budget instructions and procedures; reviews and comments on justifications for funding requests and staffing levels; monitors expenditures to assure compliance with budgets and County policies; identifies, applies for and manages grant programs such as Community Development and Community Services Block Grants and other Federal and State grant programs.
6. Analyzes proposals and develops recommendations to the Board of Commissioners regarding policies and programs, analyzes information pertaining to County services and operations, including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence for government agencies, members of the community and the Board of Commissioners.
7. Administers the preparation of Commission meeting agendas, attends Commission meetings; makes oral and written presentations to the Board of Commissioners and to other public and private groups; provides information to the news media and the public regarding County operations; represents the County with other government agencies and in meetings with the public.

8. Implements the Commission's legislative advocacy program; analyzes proposed legislation and administrative regulations for their impact on County operations; reviews and makes recommendations to the Commission regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
9. Investigates and resolves complaints and concerns regarding County programs, services and facilities; acts as liaison with cities, other counties, and with regional, State and Federal agencies on a broad range of matters.
10. Manages the County's loss control program; worker's compensation; employee safety program, property and liability insurance; purchasing and other ancillary County programs.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability:

Knowledge of principles and practices of management and supervision; principles of public budget preparation and administration; principles of public personnel administration and employee relations; laws and regulations which pertain to County operations, services and programs.

Ability to develop policies and goals consistent with Commission directives; effectively administer projects and operations consistent with County policies and goals; supervise staff; plan, direct and evaluate the work of staff; work effectively under the pressure of deadlines, conflicting demands, and emergencies; establish and maintain effective working relationships with all levels of County staff, elective and appointive bodies, and members of the general public; gain cooperation through discussion and persuasion; collect, interpret and evaluate narrative and statistical data pertaining to policy, fiscal, and operation matters; analyze policies, regulations, projects, activities, and methods; select alternatives, project the consequences of proposed actions, implement administrative policies and work programs consistent with regulations and with County policies and goals; understand, interpret, and apply laws and regulations; present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner; communicate effectively in writing on matters related to department policies, funding and operations.

Special Requirements:

Possession of a driver's license or alternate means of travel.

Experience and Training:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor degree in business or public administration and at least five years of County or other public agency administrative experience including responsibility for management of staff and programs.

PHYSICAL DEMANDS:

Strength and stamina to sit at a desk; vision to read reports, financial data, and maps; strength and stamina to drive long distances and to perform occasional light lifting, reaching, and bending, and long periods of standing.

WORKING CONDITIONS:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals, frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events; frequent extended work hours.

FLSA STATUS:

Exempt.

The duties listed above are intended only as illustrations of the various types of work that may be performed.
The omission of specific statements of duties does not exclude them from the position
if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee
and is subject to change by the employer as the needs of the employer and requirements of the job change.

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:

Discussion for possible action regarding future positions, duties and responsibilities of the administrative offices for Lander County and other matters properly related thereto.

Public comment.

Background:

Future positions, duties and responsibilities of the administrative offices for Lander County is brought forward for Commission discussion and deliberation.

This is a continuation of discussions held during the regular meeting of the Commission held October 25, 2012. The current structure of Lander County Administration will cease to be in place after December 31, 2012 with the abolishment of the Executive Director position.

Recommended Action:

Recommendations for action will be developed through Commission discussion and deliberation.

#15

400 Main Street
P. O. Drawer E
Lovelock, NV 89419
775-273-2342/775-273-5078
kweener@pershingcounty.net

**Pershing County
Board of
Commissioners**

Fax

To:	Commissioner Ray Williams	From:	Karen Wesner, Admin. Assist.
Fax:	775-964-2640- <i>2455</i>	Pages:	
Phone:		Date:	
Re:	Job Description-Admin. Assist.	CC:	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

PERSHING COUNTY CLASS SPECIFICATION

ADMINISTRATIVE ASSISTANT TO COUNTY COMMISSIONERS

DEFINITION

Under direction of the Pershing Board of County Commissioners, provides administrative and clerical support to the members of the Board of Commissioners; independently completes ongoing and special projects; makes studies of administrative issues and reports findings; and performs other work as assigned.

DISTINGUISHING CHARACTERISTICS

The employee in this position is appointed by and serves at the pleasure of the Pershing Board of County Commissioners.

EXAMPLES OF DUTIES

The duties listed below are examples of the work typically performed by the employee in this class. Not all assigned duties may be listed. *Marginal duties (shown in italics)* are those which are non-essential job functions for this class.

1. Coordinates office support activities for the Pershing County Board of Commissioners; assists in the development and implementation of administrative policies and procedures by gathering and analyzing data.
2. Conducts studies; completes a variety of organizational and administrative projects involving research and analysis. prepares reports for presentation or submission to the appropriate sources.
3. Assists public and other departments or agencies, in person and by phone, by answering inquiries related to County services and programs; explains rules, policies and procedures; explains proper use and completion of forms and documents.
4. Maintains records and files; compiles and assembles information from files, records and regulations in response to inquires from the general public or to assist County staff; types a variety of material including graphs, charts, reports, resolutions, forms, and legal documents; composes correspondence.
5. Administers special grant programs such as the CDBG program; prepares and administers grant budgets; conducts meetings of grant program participants; completes financial and narrative reports regarding grant funded activities.
6. Writes and types correspondence, agendas, reports, and other documents; gathers and assembles agenda packets for Board of Commissioners and other formal meetings.
7. May represents the Pershing County Board of Commissioners with other governmental agencies, and at community functions; participates in various committees; may serve as chairperson; facilitate the meetings; prepare agendas, minutes and make regular reports to the Pershing County Board of Commissioners.

PERSHING COUNTY CLASS SPECIFICATION

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Ability

Knowledge of: basic regulations and principles applicable to bookkeeping and financial record keeping principles and methods; data collection and report writing; office management; practices and procedures, including filing and the operation of standard office equipment; basic record management principles and practices, record keeping methods and filing systems; correct English usage including spelling, grammar and punctuation; business arithmetic; principles of general accounting and municipal/fund accounting; business correspondence forms and styles; functions of various governmental agencies.

Ability to: understand, interpret and apply rules, regulations and ordinances; gather and analyze a variety of data and prepare appropriate reports; perform detailed record keeping work using numerical data and requiring calculations; understand oral and written instructions and policies and independently act upon the instructions and policies; apply the principles of accounting to maintenance of financial records; organize work to meet deadlines; make appropriate decisions independently and in accordance with established policy; establish and maintain effective working relationships with employees and the general public; work harmoniously and tactfully with other employees, representatives of organizations conducting business with the County and the general public; compose routine correspondence and narrative reports; perform detailed office work; operate standard office equipment including a word processor or computer terminal; organize and maintain accurate files and records; provide factual information both in person and on the telephone; accurately type at a rate sufficient to perform assigned duties.

Special Requirements

May require possession of a valid Nevada driver's license at time of appointment.

Experience and Training

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Course work in public or business administration, management, accounting, economics, English, or a related field plus two years performing administrative or executive secretarial tasks which includes experience related to general administration, or budgetary analysis and research, writing reports or the administration of on-going or special projects.

Physical Demands

Strength, dexterity, coordination and vision to use keyboard and video display terminal. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to 25 lbs. such as, files, stacks of paper, reference and other materials. Moving from place to place within the office; some reaching for items above and below desk level.

WORKING CONDITIONS

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; dealing with uncooperative, upset individuals in the office and in the field.

FLSA Status: Non-Exempt

October, 1996

ADMINISTRATIVE ASSISTANT**DEFINITION:**

Under direction, provides administrative and staff support to the County Administrator; independently completes on-going and special projects; makes studies of methods, procedures and administrative problems and recommends improvements or solutions; and performs other work as assigned.

DISTINGUISHING CHARACTERISTICS:

Position provides a comprehensive range of administrative support services to the County Administrator.

EXAMPLES OF DUTIES:

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in *italics*) are those which are *least* likely to be essential functions for any single position in this class.

1. Coordinates administrative activities for variety of programs managed by County Administrator; assists in the development and implementation of administrative policies and procedures through research and analysis; makes recommendations on procedures, work flow, training needs, and equipment use; may supervise clerical employees.
2. Conducts studies; completes a variety of organizational and administrative projects involving research and analysis; collects data and analyzes work programs and cost estimates in connection with various County budgets; assists in the preparation of budgets.
3. Researches, analyzes and makes recommendations on potential programs for funding under special grant programs; prepares grant applications; administers grant programs such as Community Development and Community Services Block Grants and other Federal and State grant programs; prepares and administers grant budgets; conducts meetings of grant program participants; completes financial and narrative reports regarding grant funded activities.
4. Assists in administrating the County's personnel system; answers questions and provides information regarding County personnel policies, procedures and contracts; assists in administrating classification and compensation plan; conducts salary surveys; drafts job classification specifications; coordinates the recruitment and selection of applicants for County employment; writes and places advertisements; reviews and keeps records of applications received; assists in preparing or selecting applicant screening tests; provides instructions to participants on interview panels; drafts job offer letters and letters to unsuccessful applicants; schedules physical examinations; conducts background checks.
5. May serve as County Administrator's representative on the management collective bargaining team; gathers information and prepares reports in support of management's positions in collective bargaining.
6. Assists with development of and conducts employee training programs including employee orientation, health and safety training, and other employee training and development programs; administers various non-monetary employee benefit programs such as, the Family Medical Leave Act (FMLA), the Americans With Disabilities Act (ADA) and other such programs; coordinates committee activities, meetings and related responsibilities and assigned projects, such as the County Safety Committee.
7. Coordinates County's Drug and Alcohol Testing Program; makes arrangements with supervisors for random drug/alcohol screening of employees; receives confidential test results from health care providers; maintains confidential records regarding results of drug/alcohol tests; makes recommendations regarding policy updates and revisions.
8. Serves as the liaison with County departments to troubleshoot computer related problems; develops, updates and maintains online information such as the County Home Page; maintains internet access; utilizes online capabilities to research a variety of topics and maintain an online link with various information sources.

9. Represents County Administrator with County departments, governmental agencies, and community groups as assigned; may make oral and written presentations to Board of County Commissioners and to other public and private groups.
10. Writes and types correspondence, transcripts, forms, agendas, minutes, reports, resolutions, and other documents.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability:

Knowledge of administrative techniques used in budgeting, accounting and office management; data collection and report writing; office methods and procedures; computer systems applications; functions of various governmental departments and agencies.

Ability to understand, interpret and apply rules, regulations and ordinances; gather and analyze a variety of data and prepare appropriate reports; communicate orally and in writing; independently carry out an assortment of special and on-going projects; supervise the work of clerical staff; type at a rate sufficient to perform assigned duties.

Special Requirements:

Possession of a driver's license or alternate means of travel.

Experience and Training:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Completion of two years of college which included course work in public administration or business administration, accounting, human resources, economics, English, and related fields, plus two years of experience related to general administration, accounting, human resources or budgetary analysis which included research, analysis and the preparation of written reports related to the administration of on-going or special projects and utilization of automated technology.

PHYSICAL DEMANDS:

Strength, dexterity, coordination and vision to use keyboard and video display terminal for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of items weighing up to twenty-five pounds such as files, stacks of paper, reference and other materials; moving from place-to-place within the office; some reaching for items above and below desk level.

WORKING CONDITIONS:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events; frequent extended work hours.

FLSA STATUS:

Exempt.

The duties listed above are intended only as illustrations of the various types of work that may be performed.
The omission of specific statements of duties does not exclude them from the position
if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee
and is subject to change by the employer as the needs of the employer and requirements of the job change.

COUNTY ADMINISTRATOR**DEFINITION:**

Under policy direction of the Board of Commissioners, acts as chief administrative officer for the County responsible for managing the overall operation and administration of the County government; and performs other work as required.

DISTINGUISHING CHARACTERISTICS:

This is a single position class responsible to the Board of Commissioners for managing the implementation of Commission policies and administrative direction, and for direction of County management staff and of County resources. The employee in this class is an unclassified, "at-will" employee serving at the pleasure of the County.

EXAMPLES OF DUTIES:

The duties listed below are examples of the work typically performed by the employee in this class. Not all assigned duties may be listed. *Marginal duties* (shown in *italics*) are those which are non-essential functions for this class.

1. Develops, evaluates and implements administrative policies and procedures to meet Commission goals and objectives; supervises the performance of County departments under the jurisdiction of the County Commission; directs the establishment of standards, goals and objectives and evaluates the performance of departments; coordinates the activities of the various County departments to ensure timely, efficient and effective delivery of programs and services.
2. Directs, develops and evaluates appointed department heads; selects, directs, develops and evaluates staff; develops and implements training programs to enhance the capabilities of department heads and staff and improve the delivery of services; provides direction, instruction, training and support to staff; hears, responds to and resolves staff problems, concerns, complaints and grievances; administrative discipline.
3. Manages the County's personnel system for all County employees; administers classification and compensation plans; administers and enforces the County's personnel contracts and policies, develops and conducts employee orientation, training and development programs; supervises and participates in the design and conducting of recruitments and applicant screening activities; hears, responds to and resolves employee problems, concerns, complaints and grievances.
4. Negotiates and/or supervises the negotiation of County's contractual agreements subject to the limitations of law and Commission direction; administers and enforces agreements.
5. Prepares and administers budgets; accounts for variances between projected and actual expenditures; in cooperation with the County's chief financial officer, develops budget instructions and procedures; reviews and comments on justifications for funding requests and staffing levels; monitors expenditures to assure compliance with budgets and County policies; identifies, applies for and manages grant programs such as Community Development and Community Services Block Grants and other Federal and State grant programs.
6. Analyzes proposals and develops recommendations to the Board of Commissioners regarding policies and programs, analyzes information pertaining to County services and operations, including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence for government agencies, members of the community and the Board of Commissioners.
7. Administers the preparation of Commission meeting agendas, attends Commission meetings; makes oral and written presentations to the Board of Commissioners and to other public and private groups; provides information to the news media and the public regarding County operations; represents the County with other government agencies and in meetings with the public.

8. Implements the Commission's legislative advocacy program; analyzes proposed legislation and administrative regulations for their impact on County operations; reviews and makes recommendations to the Commission regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
9. Investigates and resolves complaints and concerns regarding County programs, services and facilities; acts as liaison with cities, other counties, and with regional, State and Federal agencies on a broad range of matters.
10. Manages the County's loss control program; worker's compensation; employee safety program, property and liability insurance; purchasing and other ancillary County programs.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability:

Knowledge of principles and practices of management and supervision; principles of public budget preparation and administration; principles of public personnel administration and employee relations; laws and regulations which pertain to County operations, services and programs.

Ability to develop policies and goals consistent with Commission directives; effectively administer projects and operations consistent with County policies and goals; supervise staff; plan, direct and evaluate the work of staff; work effectively under the pressure of deadlines, conflicting demands, and emergencies; establish and maintain effective working relationships with all levels of County staff, elective and appointive bodies, and members of the general public; gain cooperation through discussion and persuasion; collect, interpret and evaluate narrative and statistical data pertaining to policy, fiscal, and operation matters; analyze policies, regulations, projects, activities, and methods; select alternatives, project the consequences of proposed actions, implement administrative policies and work programs consistent with regulations and with County policies and goals; understand, interpret, and apply laws and regulations; present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner; communicate effectively in writing on matters related to department policies, funding and operations.

Special Requirements:

Possession of a driver's license or alternate means of travel.

Experience and Training:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor degree in business or public administration and at least five years of County or other public agency administrative experience including responsibility for management of staff and programs.

PHYSICAL DEMANDS:

Strength and stamina to sit at a desk; vision to read reports, financial data, and maps; strength and stamina to drive long distances and to perform occasional light lifting, reaching, and bending, and long periods of standing.

WORKING CONDITIONS:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry and upset individuals, frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events; frequent extended work hours.

FLSA STATUS:

Exempt.

The duties listed above are intended only as illustrations of the various types of work that may be performed.
The omission of specific statements of duties does not exclude them from the position
if the work is similar, related or a logical assignment to the position.

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and is subject to change by the employer as the needs of the employer and requirements of the job change.

LANDER COUNTY COMMISSION MEETING
November 8, 2012

AGENDA ITEM NO. 16

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

Public comment.

Background:

IMPORTANT NOTE: Agenda-setting for the NOVEMBER 19, 2012
Commission meeting will be held at 2:00 p.m. TODAY...

Recommended Action:

A G E N D A

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

NOVEMBER 8, 2012

LANDER COUNTY COURTHOUSE
COMMISSIONERS' CHAMBER
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NEVADA

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M. ✓ Call to Order

✓ Pledge of Allegiance

✓ *Discussion for possible action regarding approval of Agenda Notice.

✓ *Discussion for possible action regarding approval and acceptance of Minutes of:

OCTOBER 24, 2012 – SPECIAL SESSION

OCTOBER 25, 2012 – REGULAR SESSION

✓ Commissioner Reports on meetings, conferences and seminars attended.

✓ Staff Reports on meetings, conferences and seminars attended.

✓ *Discussion for possible action regarding Payment of the Bills.

✓ *Discussion for possible action regarding Payroll Change Requests.

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

FINANCE

✓*(1) Discussion for possible action regarding budget review, contracts, financial update and other matters properly relating thereto.

Public comment.

ROAD AND BRIDGE SOUTH

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

Public comment.

- ✓*(3) Discussion for possible action regarding award of bid for a used self-propelled road sweeper in an amount not to exceed \$40,000.00 and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE NORTH

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

Public comment.

PUBLIC WORKS

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

Public comment.

BUILDING

- ✓*(6) Discussion and update on Building Department projects and other matters properly related thereto.

Public comment.

EXECUTIVE DIRECTOR

- ✓*(7) Discussion for possible action regarding status of Lander County Courthouse/Administration Building Project and other matters properly related thereto.

Public comment.

ASSESSOR

- ✓*(8) Discussion for possible action regarding approval/disapproval of Resolution No. 2012-23, a resolution directing the County Assessor to prepare and publish a list of all taxpayers on the secured tax roll in the County, and the total valuation of property on which they will severally pay taxes pursuant to NRS 361.300, and other matters properly related thereto.

Public comment.

CLERK

- ✓*(9) Discussion for possible action regarding the canvass of votes for the November 6, 2012 General Election.

Public comment.

LANDER COUNTY COMBINED SEWER AND WATER DISTRICT #2

- ✓*(10) Discussion for possible action regarding request of Louis A. Lani, Chairman of the Lander County Combined Sewer and Water District #2, for use of the Austin Airport well to supply water for the drilling of a new municipal well for the District and other matters properly related thereto.

Public comment.

COMMISSIONERS

- ~~*(11)~~ Discussion for possible action regarding contract between Lander County and Vaisala Inc., to provide maintenance service on the Automated Weather Observation System (AWOS) at the Battle Mountain and Austin Airports and other matters properly related thereto.

Public comment.

- ~~*(12)~~ Discussion for possible action regarding approval/disapproval of Addendum #1 to the Sale Agreement between Lander County and the Young Electric Sign Company (YESCO), dated May 24, 2012, for the Battle Mountain Civic Center Sign and Electronic Message Center Project and other matters properly related thereto.

Public comment.

- ~~*(13)~~ Discussion for possible action regarding status of official County map and Lander County mapping project and other matters properly related thereto.

Public comment.

- ~~*(14)~~ Discussion for possible action regarding approval/disapproval of a resolution in support of, or re-opening a prior historic access, a Lander County road from County Road #217 up Park Creek to the historical mining community of Gold Park and private properties located in Sections 25 and 26, T39E, R15N, and other matters properly related thereto.

Public comment.

- ~~*(15)~~ Discussion for possible action regarding future positions, duties and responsibilities of the administrative offices for Lander County and other matters properly related thereto.

Public comment.

- ~~*(16)~~ Correspondence/reports/potential upcoming agenda items.

Public comment.

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the County Clerk in writing at the Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada 89820, or call (775) 635-5738 at least one day in advance of the meeting.

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Molly Gonzalez, Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 2nd day of November 2012, she posted a notice, of which the attached is a copy, at the following places: 1) Battle Mountain Civic Center, 2) Battle Mountain Post Office, 3) Lander County Courthouse and 4) Swackhamer's Plaza Bulletin Board, in said Lander County, where proceedings are pending.

MOLLY GONZALEZ, DEPUTY CLERK

Subscribed and sworn to before me this 2nd day of November 2012.

WITNESS

Sadie Sullivan

Payment of Bills

November 08, 2012

ROGENE HILL
Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

DATE

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

LANDER COUNTY COMMISSION MEETING

November 8, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 246,388.32

From Check #42454 thru #42543

315 South Humboldt Street < > Battle Mountain NV 89820
Phone: (775) 635-2885 < > Fax: (775) 635-5332

Report No: PB1308
Run Date : 11/05/12
CHECK
NUMBER

LANDER COUNTY
CHECK REGISTER 11/08/12

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CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42454	AIRGAS USA, LLC	10/11/12/WIRE MIG/R&B		11/08/12	71952	66.32	66.32
42455	ALBERTSON FUNERAL HOME	10/24/12/R NELSON, SO		11/08/12	72013	450.00	450.00
42456	AMERICAN DOCUMENT	10/10/12/DOC DESTRUCTION		11/08/12	71953	38.00	38.00
42457	AMPED-OUT-ELECTRICAL, LLC	10/19/12/PRESCHOOLWTRHR		11/08/12	71954	180.89	180.89
42458	B M AUTO SUPPLY, INC	10/4/12/PWRLUBER, A R/7B 10/8/12/SHOPSUPPLIESAR&B 10/12/12/FIL, OIL W&S 10/15/12BATT, FIL, A R&B 10/15/12/RECVR, BALLMNT 10/17/12/SNOWFLWATCHKIT 10/17/12/BOOSTERCAB, CABLE 10/17/12/FILS, AR&B 10/22/12/PWRSTFLD, ANTIFRZ 10/23/12/SCREWS/R&B 10/23/12/WIPERS/R&B 10/29/12/OIL, FIL, LNDFFIL 10/29/12/PRTS, SUPP, R&B 10/29/12/OIL, LNDFFIL 10/29/12/HYD FLUID, LNDFFIL		11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12	71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955 71955	345.00 128.86 53.14 43.22 68.41 175.77 250.24 114.16 43.08 1.79 11.75 104.51 110.59 121.34 89.38	1,661.24
42459	B M GENERAL HOSPITAL	9/4/12/J EDGAR		11/08/12	71956	105.00	105.00
42460	BLUE MOON PORTABLES	10/26/12/GLF CRS		11/08/12	72030	90.44	90.44
42461	BOARD OF REGENTS	9/18/12/4H BANNERS		11/08/12	72025	90.00	90.00
42462	BOARD OF REGENTS	10/11/12/REIMWAGE, 4H		11/08/12	72024	7,945.42	7,945.42
42463	BONANZA PRODUCE CO	10/4/12/PRODUCE, SR CTR 10/4/12/PRODUCE, SR CTR 10/10/12/PRODUCE, SR CTR 10/10/12/PRODUCE, SR CTR 10/18/2/PRODUCE, SR CTR 10/18/12PRODUCE, SR CTR		11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12	72031 72031 72031 72031 72031 72031	45.35 32.55 36.90 17.70 28.71 24.69	185.90
42464	STACY BROOKS	OCT FOOD SUPPLIES, SR CTR OCT FOOD SUPPLIES, SR CTR OCT POSTAGE, SR CTR		11/08/12 11/08/12 11/08/12	72032 72032 72032	33.38 2.25 7.35	42.98
42465	SCOTT D. BULLOCK	10/14/12/ELECT WORKBQGLF		11/08/12	71957	1,597.46	

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42466 CA NARCOTIC CANINE ASSOC.	10/14/12SPKLR#8WIRES/GLF		11/08/12	71957	600.00	2,197.46
	10/16/12/MEMBERDUES/SO		11/08/12	71959	70.00	70.00
42467 GARY CAMPBELL	10/22/12/ADVPERDIEMTRNG		11/08/12	71960	308.00	308.00
42468 CARSON CITY ASSESSOR'S	JULY-SEPTMAPFEES,ASSESSOR		11/08/12	71961	3,775.42	3,775.42
42469 CASHMAN EQUIPMENT	10/23/12/NOZZLE.,R&B		11/08/12	72033	158.36	158.36
42470 CDW GOVERNMENT, INC	10/6/12//NETWORKEQUIP,SO		11/08/12	71958	110.30	
	10/5/12//NETWORKEQUIP,SO		11/08/12	71958	65.46	
	10/10/12/ TONERS,SO		11/08/12	71958	563.04	
	10/11/12 ASSESSORIES,SAFE		11/08/12	71958	127.88	
	10/11/12/LAFTOP,SAFETY		11/08/12	71958	2,565.35	
	10/14/12/NETWORKEQUIP,SO		11/08/12	71958	2,233.96	
	10/16/12/DVD DRV,SAFTEY		11/08/12	71958	300.92	
	10/16/12/NETWORKEQUIP/SO		11/08/12	71958	989.98	
	10/17/12AUTOADPTR,SAFTEY		11/08/12	71958	106.92	
	10/18/12/ANTIVIRS,SAFETY		11/08/12	71958	53.20	
	10/18/12/NETWORKEQUIP/SO		11/08/12	71958	870.38	7,987.39
42471 ROBERTO CHAVIRA JR.	10/21/12/RMVL TREES,		11/08/12	71963	3,710.00	3,710.00
42472 CLEVER CREATIONS	10/18/12STRIPESJACKETSARB		11/08/12	71962	105.00	105.00
42473 CHARLES P. COCKERILL	10/1/12/UNION,		11/08/12	71964	1,012.50	1,012.50
42474 COURSON EQUIPMENT CO. INC	10/22/12/TANKCAP R&B		11/08/12	72014	104.20	104.20
42475 DAKOTA DIESEL REPAIR	10/2/12 REPR AUST AMBUL		11/08/12	72022	75.00	75.00
42476 DELBERT L. CORNELLA	10/31/12/TOILET,GLF CRS		11/08/12	72021	300.83	
	10/31/12/CIVIC SINK,BLDG		11/08/12	72021	65.00	
	10/3/12/ANNEX/BLDG		11/08/12	72021	32.50	
	10/31/12/ AIRFIL,ARCHIVES		11/08/12	72021	65.00	
	10/28/12/PRESCHOOL,WTRHTR		11/08/12	72021	368.37	831.70
42477 ECA - LOS ALAMOS COUNTY	8/28/12/MEMBERSHIP DOE		11/08/12	72027	2,500.00	2,500.00
42478 ECOLAB	10/11/12/RENTAL SO		11/08/12	71965	97.54	97.54
42479 ELKO DAILY FREE PRESS						

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42480	ANGIE M. ELQUIST	10/10/12/REQFOR QUALF/		11/08/12	71966	107.27	107.27
42481	ENGS MOTOR TRUCK CO.	10/18-19/12RENO,HRNG 10/18-19/12RENO,HRNG		11/08/12 11/08/12	71967 71967	44.00 244.20	288.20
42482	ETCHEVERRYS FOOD TOWN	10/22/12/STRT FLUD,R&B		11/08/12	72016	40.08	40.08
42483	FALLON AUTO MALL	10/24/12/OIL,W&S		11/08/12	72015	5.49	5.49
42484	FALLON HEATING & AIR-COND	10/15/12/STUD,A R&B		11/08/12	71968	10.05	10.05
42485	FERGUSON ENTERPRISES INC	10/9/12/AUST TWN HALL 10/9/12/AUST CRT HSE 10/9/12/AUST FVD 10/9/12/ AUST SHERIFF OFF 10/9/12/AUST SR CTR 10/9/12/AUST AMBUL BLDG 10/9/12/AUST YOUTH CTR 10/9/12/AUST ROAD DEPT		11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12 11/08/12	72034 72034 72034 72034 72034 72034 72034	225.00 804.00 288.00 185.00 238.00 245.00 205.00 355.00	2,545.00
42486	GEM ST. PAPER & SUPPLY CO	10/18/12/COUPLR,WATER		11/08/12	72035	109.13	109.13
42487	GEORGE T HALL CO. INC.	10/18/12KIT SUPPLIES SRCT 10/18/12KIT SUPPLIES SRCT		11/08/12 11/08/12	72036 72036	51.55 34.37	85.92
42488	GRAINGER	10/22/12/TROUBLESHOOTNG,W		11/08/12	72037	500.00	500.00
42489	GREYHOUND LINES, INC	10/11/12/BAGS,HOOKS,SEWER		11/08/12	71969	124.38	124.38
42490	THEODORE C. HERRERA	10/3/12/INDIGENT SRVC PUBLIC DEFENDER		11/08/12 11/08/12	72038 71971	29.00 3,541.50	29.00 3,541.50
42491	HIGH DESERT ENGINEERING	10/17/12/CHK MAPS,		11/08/12	71972	315.00	315.00
42492	INFINISOURCE	10/23/12/ HR		11/08/12	71974	397.50	397.50
42493	INLAND SUPPLY CO INC	10/12/12 POUND SUPPLIES 10/16/12/CLN SUPPLIES,SO 10/16/12/SUPPLIES/R&B 10/22/12 SUPPLIES,R&B		11/08/12 11/08/12 11/08/12 11/08/12	71975 71975 71975 71975	37.55 26.72 114.98 80.70 67.45	

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42506	NACCTFO TREASURER	10/24/12/ SUPPLIES DRGCR		11/08/12	72019	272.47	272.47
42507	NACO	10/10/12/DUES GRACEPOWRIE		11/08/12	72017	75.00	75.00
42508	NEVADA FBI NATIONAL	11/13/12 RAY WILLIAMS		11/08/12	71996	250.00	
		11/13/12/GRACE POWRIE		11/08/12	71996	250.00	
		11/13/12/JUSTI JOHNSON		11/08/12	71996	250.00	750.00
42509	NEVADA STATE HEALTH DIV.	10/19/12/ REG RON UNGER		11/08/12	71997	175.00	175.00
		10/17/12 VACCIN,SO		11/08/12	71998	42.00	
		9/13/12/ VACCIN,SO		11/08/12	71998	70.00	
		10/16/12/ VACCINE R&B		11/08/12	71998	70.00	182.00
42510	NEW FRONTIER TREATMENT	10/31/12/LTHOMASON DRGCR		11/08/12	72020	500.00	500.00
42511	NEWMAN TRAFFIC SIGNS	10/16/12/ROADSIGNS,R&B		11/08/12	71999	1,084.80	1,084.80
42512	NORTHSTAR IMAGING, INC	8/20/12/M WOOD		11/08/12	72000	55.90	
		9/25/12/M YOUNG		11/08/12	72000	55.90	
		10/4/12/A STEPHENS		11/08/12	72000	55.90	167.70
42513	NV FOOD DISTRIBUTION PRGM	10/2/12/ FOOD SR CTR		11/08/12	72040	22.50	
		10/2/12/ FOOD SR CTR		11/08/12	72040	188.71	211.21
42514	ANNA PENOLA	10/15-17/12,NWTRB,IDAHO		11/08/12	71983	109.00	109.00
42515	SMS COMPUTING, INC.	10/10/12/BATT BKUP,RECRDR		11/08/12	71984	129.99	
		10/18/12/BATTBKUP/ASSESSO		11/08/12	71984	52.50	
		10/23/12/KEYBRD/ASSESSOR		11/08/12	71984	32.99	215.48
42516	JOHN PETERS, M.D.	10/30/12/PROF SERVC,		11/08/12	71985	750.00	750.00
42517	PITNEY BOWES GLOBAL	10/13/12 RENTAL CLERK		11/08/12	71986	111.50	
		10/13/12/LEASE,SO		11/08/12	71986	186.48	297.98
42518	GRACE POWRIE	11/13-15/12 TREAS,JUSTI,		11/08/12	71987	268.00	
		11/13-12CARSON NACO,TREAS		11/08/12	71987	258.63	526.63
42519	PRINT 'N COPY	10/4/12,USAGE OVER,DA		11/08/12	71988	29.64	29.64
42520	PRIORITY DISPATCH CORP.						

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TOTAL

176.00

42521 QUILL CORP

INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT
10/12/12/ANLMAITAGREMT		11/08/12	71989	176.00
10/5/12/OFFICESUPPLIES,SO		11/08/12	71990	500.86
10/15/12/OFFICESUPP.SPLIT		11/08/12	71990	110.64
10/15/12/OFFICESUPP.SPLIT		11/08/12	71990	25.40
10/15/12/OFFICESUPP.SPLIT		11/08/12	71990	25.40
10/15/12/OFFICESUPP.SPLIT		11/08/12	71990	25.40
10/15/12/ELECT SUPPLIES		11/08/12	71990	228.54
10/17/12SUPPLIES,SAFETY		11/08/12	71990	582.93
10/17/12SUPPLIES,SAFETY		11/08/12	71990	250.82
10/17/12OFFICE SUPP/ASSE		11/08/12	71990	71.97
10/17/12SUPPLIES,SAFETY		11/08/12	71990	549.99
10/17/12SUPPLIES,SAFETY		11/08/12	71990	271.76
10/17/12OFFICESUP,SAFETY		11/08/12	71990	79.99
10/18/12/APC BACKUP,PENCI		11/08/12	71990	297.98
10/17/12/OFFICESUP,SAFETY		11/08/12	71990	229.99
10/17/12/OFFICESUP,SAFETY		11/08/12	71990	79.99
10/17/12/OFFICESUP,SAFETY		11/08/12	71990	200.69
10/17/12/OFFICE SUPP/ASSE		11/08/12	71990	8.81
10/22/12/OFFICE SUPP.BLDG		11/08/12	71990	17.99
10/22/12/OFFICE SUPP.FIN		11/08/12	71990	34.19

3,593.34

42522 R B F EXCAVATING

10/10/12/LEMAIRED		11/08/12	71991	3,585.00
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3,585.00

42523 R&R PRODUCTS, INC.

10/24/12/SPRDER,GLF CRS		11/08/12	72041	471.85
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471.85

42524 RENO GAZETTE-JOURNAL

10/12/12/ADV ENGR SERV		11/08/12	71992	268.00
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268.00

42525 RESEARCH AND CONSULTING

10/29/12/PROF SERVYUCCA		11/08/12	71993	8,271.51
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8,271.51

42526 SOVEIDA ROBINSON

10/17/12/ELKO TRNG		11/08/12	71994	79.92
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79.92

42527 GUY ROCK

10/30/12/ INSP,BLDG		11/08/12	71995	154.40
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154.40

42528 S AND G ELECTRICAL MOTOR

10/26/12/WELL SUPPLIES		11/08/12	72042	13,975.00
10/26/12/ WELL SUPPLIES		11/08/12	72042	13,975.00
10/26/12/WAFER VALVES		11/08/12	72042	1,955.00

29,905.00

42529 WILLIAM E. SCHAEFFER

CONTRACT PYMNTS		11/08/12	72001	1,125.00
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1,125.00

42530 SIERRA PACIFIC TURF

10/12/12/FERTILIZERS,GLF		11/08/12	72003	4,886.08
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4,886.08

42531 DESMOND SKEATH

PARKS CONTRACT PMT		11/08/12	72002	1,491.50
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1,491.50

42532 ST OF NEVADA

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42533	SYSO	10/25/12 PHOENIX		11/08/12	72004	50.00	50.00
		CREDIT/SR CTR		11/08/12	72044	7.24-	
		CREDIT/SR CTR		11/08/12	72044	4.83-	
		9/22/122/FOOD SR CTR		11/08/12	72044	7.24-	
		9/22/122/FOOD SR CTR		11/08/12	72044	4.83-	
		CREDIT/SR CTR		11/08/12	72044	7.18-	
		CREDIT/SR CTR		11/08/12	72044	4.79-	
		CREDIT/SR CTR		11/08/12	72044	7.55-	
		CREDIT/SR CTR		11/08/12	72044	5.04-	
		9/22/122/FOOD SR CTR		11/08/12	72044	5.77-	
		9/22/122/FOOD SR CTR		11/08/12	72044	3.85-	
		10/3/122/FOOD SR CTR		11/08/12	72044	313.24	
		10/3/122/FOOD SR CTR		11/08/12	72044	208.82	
		10/3/122/FOOD SR CTR		11/08/12	72044	28.26	
		10/3/122/FOOD SR CTR		11/08/12	72044	18.84	
		10/10/12/FOOD SR CTR		11/08/12	72044	288.20	
		10/10/12/FOOD SR CTR		11/08/12	72044	192.13	
		10/17/12/FOOD SR CTR		11/08/12	72044	400.46	
		10/17/12/FOOD SR CTR		11/08/12	72044	266.97	
		10/17/12/FOOD SR CTR		11/08/12	72044	31.01	
		10/17/12/FOOD SR CTR		11/08/12	72044	20.68	
		10/24/12/FOOD SR CTR		11/08/12	72044	235.03	
		10/24/12/FOOD SR CTR		11/08/12	72044	156.69	
		10/24/12/FOOD SR CTR		11/08/12	72044	69.13	
		10/24/12/FOOD SR CTR		11/08/12	72044	46.09	
42534	SYSO FOOD SERVICES						2,217.23
		9/27/122/FOOD,SF CTR		11/08/12	72043	22.29	
		9/27/122/FOOD,SF CTR		11/08/12	72043	50.93	
		10/4/12/ FOOD,SF CTR		11/08/12	72043	46.90	
		10/4/12/ FOOD,SF CTR		11/08/12	72043	295.33	
		10/4/12/ FOOD,SF CTR		11/08/12	72043	187.41	
		10/11/12/FOOD,SF CTR		11/08/12	72043	117.18	
		10/11/12/FOOD,SF CTR		11/08/12	72043	119.30	
		10/11/12/FOOD,SF CTR		11/08/12	72043	51.90	
		10/18/12/FOOD,SF CTR		11/08/12	72043	46.90	
		10/18/12 FOOD,SF CTR		11/08/12	72043	374.99	
		10/18/12 FOOD,SF CTR		11/08/12	72043	61.25	
42535	THOMPSON FAMILY DENTAL	10/17/12/ C WILLIAMS,SO		11/08/12	72005	235.00	1,374.38
42536	TIRE FACTORY	7/18/12 SERVC PUMPR2VFD		11/08/12	72006	198.17	235.00
		10/12/12/SERVIC,UNIT15		11/08/12	72006	53.95	
		10/25/12/AUST COMM BLAZER		11/08/12	72006	59.90	
		10/29/12/ SERVC TAOHE,COM		11/08/12	72006	39.95	
		10/29/12/BLZR SERVC,ASSES		11/08/12	72006	39.95	
42537	PETERBILT TRUCK PARTS &	10/9/12/SENSOR.PRTS,R&B		11/08/12	72007	104.68	391.92
42538	USA BLUE BOOK	10/10/12/HOSE,WATER		11/08/12	72008	50.95	104.68

Report No: PB1309
Run Date : 11/05/12
CHECK
NUMBER

LANDER COUNTY
CHECK REGISTER 11/08/12

Page 8

VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
42539 PATSY WAITS	10/11/12/HOSE,KNIFE,WATER		11/08/12	72008	84.45	
	10/15/12/TEE,WATER		11/08/12	72008	369.50	
	10/16/12/CABLEORGANIZR		11/08/12	72008	35.60	
	10/16/12/BATTERIES,WATER		11/08/12	72008	173.77	
	10/24/12/GATEVALVES/GLFCR		11/08/12	72008	488.48	1,202.75
	10/11/12/LASVEGAS,TRNG		11/08/12	72009	63.00	
	10/11/12/LASVEGAS,TRNG		11/08/12	72009	341.88	404.88
42540 WASHOE COUNTY CORONER	10/1/12/ M STEVENS		11/08/12	72010	200.00	
	10/1/12/ C HARNEY		11/08/12	72010	1,855.00	2,055.00
42541 WESTERN NEVADA SUPPLY CO	10/11/12/REPAIR KITS,WATR		11/08/12	72011	534.47	
	10/17/12/PVC PIPE,GLF CRS		11/08/12	72011	33.00	
	10/23/12 WTRHTR PRESCHOOL		11/08/12	72011	601.32	1,168.79
42542 FRANK WHITMAN	10/18/12/ PLUAC MTNG		11/08/12	72012	77.70	77.70
42543 WINNEMUCCA PUB. CO., INC.	10/23/12QUALSERVCENGR,		11/08/12	72026	277.31	277.31
						246,388.32

CHECKS TOTAL

ROGENE HILL

Lander County Finance Director



ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

Deen Bullock

Chairman

Ken [Signature]

Commissioner

[Signature]

Commissioner

[Signature]

Commissioner

[Signature]

Commissioner

DATE

11/8/12

11/8/12

11-15-12

11-08-12

11-08-12

LANDER COUNTY COMMISSION MEETING

November 8, 2012

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF \$ 246,388.32

From Check #42454 thru #42543

315 South Humboldt Street < > Battle Mountain NV 89820
Phone: (775) 635-2885 < > Fax: (775) 635-5332

COUNTY OF LANDER

LOUANN LOGAN

DATE	INVOICE	AMOUNT	REMARKS
10/30/12	10/26/12/PREP, ELECT	529.31	10/16-10/25/12PREP, VOTING

CHECK NO 42436 \$529.31 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 042436

94-7074
3212

PAY TO THE ORDER OF

LOUANN LOGAN

VOID IF NOT CASHED
WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
10/30/12 **VOID**	42436 **VOID**	\$529.31 **VOID**

VOID**529DOLLARS AND31CENTS***

LOUANN LOGAN
110 SIXTEENTH ST.

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

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

By: _____

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

Signed: David Sullivan

Lander County Clerk

Date approved: 10/26/12

Dean Bullock
Steve Stum
David R. Hesse
Ray McKinley

RECEIVED

OCT 29 2012

L.C. FINANCE

COUNTY OF LANDER

B M POSTMASTER

810 SUNSET DR

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

11/02/12	11/02/12 CLERK	400.00	POSTAGE FOR ELECTION
----------	----------------	--------	----------------------

CHECK NO 42449 \$400.00 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 042449

94-7074
3212

VOID IF NOT CASHED
WITHIN 90 DAYS

PAY TO THE ORDER OF

B M POSTMASTER

DATE	CHECK NO.	AMOUNT
11/02/12 **VOID**	42449 **VOID**	\$400.00 **VOID**

VOID**400DOLLARS AND00CENTS***

B M POSTMASTER
810 SUNSET DRIVE

810 SUNSET DR

BATTLE MOUNTAIN NV 89820

VOID
NON-NEGOTIABLE

same

is now provided for by law and in pursuance to court order.

Signed:

Jade Sullivan

Lander County Clerk

Rejected:

Date Approved:

Board of County Commissioners

Chairman:

David R. Nelson
Ray H. Sullivan
Dee Bullough
Steve Shum
Bo Pa

Commissioners' Report

November 08, 2012

CORRESPONDENCE

November 8, 2012

1. Teresa Dixon for Christopher J. Cook, Field Manager, Bureau of Land Management, to Interested Public, letter regarding Environmental Assessment (EA) to analyze the impacts of a proposed Right-of-Way (ROW) near Austin, Nevada.
2. Edward Seum, Bureau of Land Management, to Interested Party, letter regarding Documentation of NEPA Adequacy (DNA) and a "Full Force and Effect" Decision Record (DR) for the Buffalo Fire Emergency Stabilization and Rehabilitation Project.
3. Elko County Board of Commissioners, to Lander County Board of Commissioners, regarding letter to Governor Brian Sandoval and resolution opposing BDR 363, NDOT Transfer of State Roadways to Local Government.
4. Christopher J. Cook, Bureau of Land Management, to Interested Public, letter regarding public consultation - transfer of grazing preference for the JD Allotment.
5. Franklin B. Whitman, Austin resident, to Lander County Commissioners, letter expressing appreciation to the Lander County Road and Bridge South Department for their recent paving of Austin's streets.
6. Christopher J. Cook, Bureau of Land Management, to Interested Public, letter regarding public consultation, transfer of grazing preference for the Fish Creek Ranch Allotment.
7. Kenneth R. Brown, Western Counties Alliance, to Lander County Commissioners, e-mail regarding per capita income component of the SRS funding formula.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html

Correspondence #1
11/8/2012



In Reply Refer To:
2800 (NVB01000)
N90693

OCT 22 2012

RECEIVED

OCT 24 2012

Dear Interested Public:

COUNTY COMMISSION

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) which analyzes the impacts of a proposed Right-of-Way (ROW) near Austin, Nevada. The EA identifies, describes and evaluates resource protection measures that would mitigate the possible impacts from the proposal.

The Lander County Combined Water and Sewer District #2 (Austin Water and Sewer Dept.) has applied for a ROW for the construction and operation of a new water supply system to bring the town's water supply into compliance with federal and state drinking water standards.

The project will include construction of a water well and pumping facility located south of the Austin airport, a 7.8 mile long buried pipeline running to a 250,000 gallon water tank located near the Austin fairgrounds, a booster pumping station at the Austin fairgrounds, and a final delivery pipeline from the booster pump to Austin's existing water system. In addition, replacement of an existing buried valve system on private land within the town of Austin is also proposed. A temporary construction and storage area will be located on private land at the fairgrounds.

According to the regulations found at 43 CFR 4.410, you have the right to appeal the decision analyzed in this EA if you have a legally recognizable interest which has been, or could be, adversely affected by it. An adversely affected party can be one who has participated in the decision making process by commenting on an environmental document however, such comments must be substantive in content.

The EA will be available for a 15-day public comment period. Written comments on this EA will be accepted at the above address until 4:30 p.m., November 7, 2012. The EA can be viewed on the BLM Battle Mountain District website at:

http://www.blm.gov/nv/st/en/fo/battle_mountain_field/blm_information/national_environmental.html

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 or to obtain a hard copy of this document, please contact Chuck Lane, Project Lead, or Mike Wissenbach, Planning and Environmental Coordinator, at the above address or at (775) 635-4000.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris J. Cook". The signature is fluid and cursive, with a large initial "C" and "J".

For Christopher J. Cook
Field Manager
Mount Lewis Field Office



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Winnemucca District Office
5100 East Winnemucca Boulevard
Winnemucca, Nevada 89445-2921
Email: wfoweb@blm.gov
Phone: (775) 623-1500; Fax: (775) 623-1503



In Reply Refer To:
5003.IB (NV024.06)

OCT 22 2012

Dear Interested Party:

On September 17, 2012 the Bureau of Land Management (BLM) Winnemucca District Office (WDO) issued a Documentation of NEPA Adequacy (DNA), DOI-BLM-NV-W010-2012-0056-DNA and a "Full Force and Effect" Decision Record (DR) for the Buffalo Fire Emergency Stabilization and Rehabilitation Project. This decision authorizes the aerial seeding of 500 acres, drill seeding of 1100 acres, and construction of 4 miles of temporary fence to eliminate impacts from livestock grazing to rehabilitation efforts. The decision to implement the proposed action immediately relies on authority under the Healthy Forests Restoration Act and associated BLM regulations under 43 CFR 5003.1 (b). This project meets the determination requirement as an authorized project covered by the act, as the project stabilizes and rehabilitates lands damaged by wildfire.

The Buffalo Fire started on June 29th, 2012 and was human-caused. The fire burned 2473 acres of BLM lands, with 47% of this being classified as Sage Grouse Preliminary Priority or Preliminary General Habitat (PPH/PGH). Aerial seeding is authorized to mitigate loss of Sage Grouse PPH/PGH habitat. Drill seeding is authorized to stabilize soils and provide competition to invasive annual plant species through the use of desirable native and non-native perennial grasses and shrubs.

The final Buffalo Fire Emergency Stabilization and Rehabilitation Project DNA, location maps, and DR can be viewed online at http://www.blm.gov/nv/st/en/fo/wfo/blm_information/nepa0.html. Hardcopies of the DNA are available upon request.

If you do not agree with and feel that you are adversely affected by this decision you may file a Notice of Appeal (see enclosed Form 1842-1, September 2005).

If you have any questions or need more information please contact Eric Baxter, Project Lead at the BLM Winnemucca District Office at 775-623-1586.

Sincerely,

Edward Seum,
Field Manager
Humboldt River Field Office

Enclosure

RECEIVED

OCT 25 2012

COUNTY COMMISSION

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

**1. NOTICE OF
APPEAL.....**

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

2. WHERE TO FILE

NOTICE OF APPEAL..... U.S. Department of Interior, Bureau of Land Management, Winnemucca Field Office, 5100 E. Winnemucca Blvd, Winnemucca, NV 89445

WITH COPY TO
SOLICITOR... U.S. Department of the Interior, Office of the Solicitor, Pacific Southwest Region, 2800 Cottage Way, Room E-2753, Sacramento, CA 95825-1890

3. STATEMENT OF REASONS

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO
SOLICITOR..... U.S. Department of the Interior, Office of the Solicitor, Pacific Southwest Region, 2800 Cottage Way, Room E-2753, Sacramento, CA 95825-1890

4. ADVERSE PARTIES.....

Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).

5. PROOF OF SERVICE.....

Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)).

6. REQUEST FOR STAY

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (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 not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

43 CFR SUBPART 1821--GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office ----- Alaska
Arizona State Office ----- Arizona
California State Office ----- California
Colorado State Office ----- Colorado
Eastern States Office ----- Arkansas, Iowa, Louisiana, Minnesota, Missouri
and, all States east of the Mississippi River
Idaho State Office ----- Idaho
Montana State Office ----- Montana, North Dakota and South Dakota
Nevada State Office ----- Nevada
New Mexico State Office --- New Mexico, Kansas, Oklahoma and Texas
Oregon State Office ----- Oregon and Washington
Utah State Office ----- Utah
Wyoming State Office ----- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

(Form 1842-1, September 2006)



Elko County Board of Commissioners

540 Court Street, Suite 101 • Elko, Nevada 89801

775-738-5398 Phone • 775-753-8535 Fax

Correspondence #3
11/8/2012

COMMISSIONERS

Demar Dahl
Glen G. Guttry
Charlie L. Myers
Warren Russell
R. Jeff Williams

ELKO COUNTY MANAGER

Robert K. Stokes

EXECUTIVE ASSISTANT

Michele A. Petty

October 23, 2012

The Honorable Brian Sandoval

Governor, State of Nevada

101 North Carson Street

Carson City, NV 89701

RE: Opposition to BDR 363 – NDOT Transfer of State Roadways to Local Government

Dear Governor Sandoval:

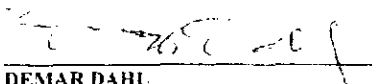
The Elko County Board of Commissioners expresses its opposition to BDR 363 which we understand will ultimately give unilateral authority to NDOT to transfer current State roadways to local government. We understand that approximately 92 miles of state roads have been identified as possible roadways for transfer to Elko County. We realize that Elko County's economy is better than some areas of our State, but we can assure you that Elko County cannot afford to take over these roadways. We are struggling to meet our responsibilities with our current road inventory of over 1000 miles.

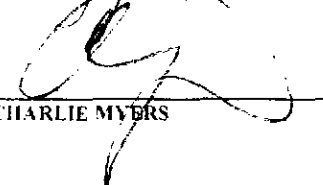
Attached is Elko County Resolution 27-2012 which opposes this measure and mirrors Resolutions from the Nevada Association of Counties and other Nevada Counties. We will invite NDOT representative to meet with us in the near future to better understand this proposed action, but must clearly oppose this further shift of State expenditures to local government.

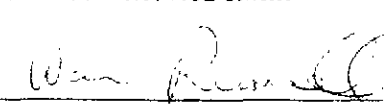
Sincerely,


R. JEFF WILLIAMS, CHAIR


GLEN GUTTRY, VICE CHAIR


DEMAR DAHL


CHARLIE MYERS


WARREN RUSSELL

Cc: Rudy Malfabon, P.E., Director, NDOT
Kevin Lee, District III Engineer, NDOT

RECEIVED

OCT 25 2012

COUNTY COMMISSION



Elko County Board of Commissioners

540 Court Street, Suite 101 • Elko, Nevada 89801

775-738-5398 Phone • 775-753-8535 Fax

COMMISSIONERS

Demar Dahl
Glen G. Guttry
Charlie L. Myers
Warren Russell
R. Jeff Williams

ELKO COUNTY MANAGER

Robert K. Stokes

EXECUTIVE ASSISTANT

Michele A. Petty

NO 27-2012

A RESOLUTION BY THE ELKO COUNTY BOARD OF COMMISSIONERS REGARDING ROAD RELINQUISHMENTS BY THE NEVADA DEPARTMENT OF TRANSPORTATION (NDOT)

WHEREAS, NDOT has determined that certain roads on the State highway system are not of regional or State interest, and

WHEREAS, on June 21, 2012 NDOT notified Nevada's counties that it is seeking to open negotiations for the transfer or relinquishment of the responsibility for 768 miles of roads that are currently on the State highway system to local governments including 92 miles of roads to Elko County, and

WHEREAS, on June 25, 2012 NDOT staff notified the State Transportation Board of Directors that it had submitted a bill draft request (BDR) to the Governor's Office for the 2013 Legislative Session that would enable NDOT to relinquish State roads to local governments, and

WHEREAS, nearly eighty percent of the total miles of improved road in Nevada are already being maintained by local governments and these roads carry forty-three percent of the total vehicle miles travelled in Nevada, including, seventeen percent of all truck traffic, and

WHEREAS, NDOT's revenues include gasoline and special fuels taxes, motor vehicle taxes and registration fees, federal aid and three cents of property tax diverted from Clark and Washoe Counties pursuant to Assembly Bill 543 enacted in the 2009 Legislative Session, and

WHEREAS, Elko County does not have sufficient revenue to maintain its existing roads in part because they do not receive special fuels taxes or federal aid and that adding additional roads without additional revenues will cause many to fall into disrepair,

THEREFORE BE IT RESOLVED that it is the position of the Elko County Board of Commissioners that the unilateral transfer of roads to Elko County and Nevada Counties is an unfunded mandate and a disservice to the public.

PROPOSED by Commissioner Demar Dahl.

SECONDED by Commissioner Glen Guttry.

PASSED and ADOPTED this 4th day of October, 2012.

Resolution 27-2012

Page 2

VOTE: AYES - 5

NAYS - 0

ABSENT - 0



R. JEFF WILLIAMS, CHAIR
BOARD OF COUNTY COMMISSIONERS
ELKO COUNTY NEVADA

ATTEST:



CAROL FOSMO, ELKO COUNTY CLERK



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html



RECEIVED

OCT 29 2012

COUNTY COMMISSION

In Reply Refer To:
4110 (NVB0100)

OCT 25 2012

PUBLIC CONSULTATION TRANSFER OF GRAZING PREFERENCE FOR THE JD ALLOTMENT

Dear Interested Public:

Barrick Cortez, Inc. has purchased the base property associated with the JD Allotment from Kenneth Buckingham. Barrick Cortez, Inc. submitted the paperwork to transfer the grazing preference along with an application for a ten-year term grazing permit for the JD Allotment on October 1, 2012.

The JD Allotment is located approximately 30 miles north of Eureka, Nevada. The allotment consists of Pine Valley, Denay Valley, the Red Hills, and portions of the Simpson Park and Roberts Mountains (see attached map). The Mount Lewis Field Office (MLFO) is proposing to issue a ten-year term grazing permit to Barrick Cortez, Inc. for the JD Allotment. The grazing permit for JD Allotment would be transferred with changes to the existing Terms & Conditions (T&C) that were established in the JD Final Multiple Use Decision (FMUD) dated September 24, 2004 (a copy of the final decision can be requested at the above address).

Livestock drift from the JD Allotment into the adjacent Grass Valley Allotment has been a continual problem. To help alleviate this issue, the season of use for the Rocky Hills Pasture would be changed from summer use to fall use to coincide with use in the Trail Canyon Pasture. To accommodate this change, the number of livestock and season of use for the other pastures within the allotment would be modified but would maintain similar stocking rates.

At the time the FMUD was signed, two streams (Birch Creek and Pete Hanson Creek) within the Roberts Mountain Pasture were identified as having populations of Lahontan Cutthroat Trout (LCT), which are listed under the Endangered Species Act. Populations of LCT were recently discovered in Willow Creek. In accordance with the FMUD, livestock grazing use is not authorized within LCT habitat; therefore, the existing T&C would be modified to include Willow Creek.

Before a new term grazing permit can be issued, BLM is required to consult, cooperate, and coordinate with interested public and comply with the National Environmental Policy Act (NEPA). A Determination of NEPA Adequacy (DNA) has been completed for the issuance of a new ten-year term grazing permit. The DNA documents NEPA compliance associated with the 2004 JD Allotment Evaluation Environmental Assessment NV062-EA04-07, which analyzed

impacts of the grazing management system implemented for the JD Allotment. The aforementioned modifications to the T&C are considered to be within the scope of the original EA and therefore existing NEPA is considered adequate.

The interested public is being asked to provide written comments within 15 days of the date of this letter. Following the comment period, a proposed grazing decision will be issued offering Barrick Cortez, Inc. the term grazing permit for the JD Allotment. The authorized officer will consider any comments that are received prior to the issuance of a proposed grazing decision to authorize a new term permit to Barrick Cortez, Inc. The decision must become final and grazing permits approved prior to livestock turnout.

If you have any questions, please contact Ashley Johnson, Rangeland Management Specialist at (775) 635-4188.

Sincerely,



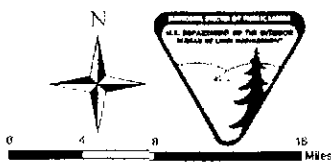
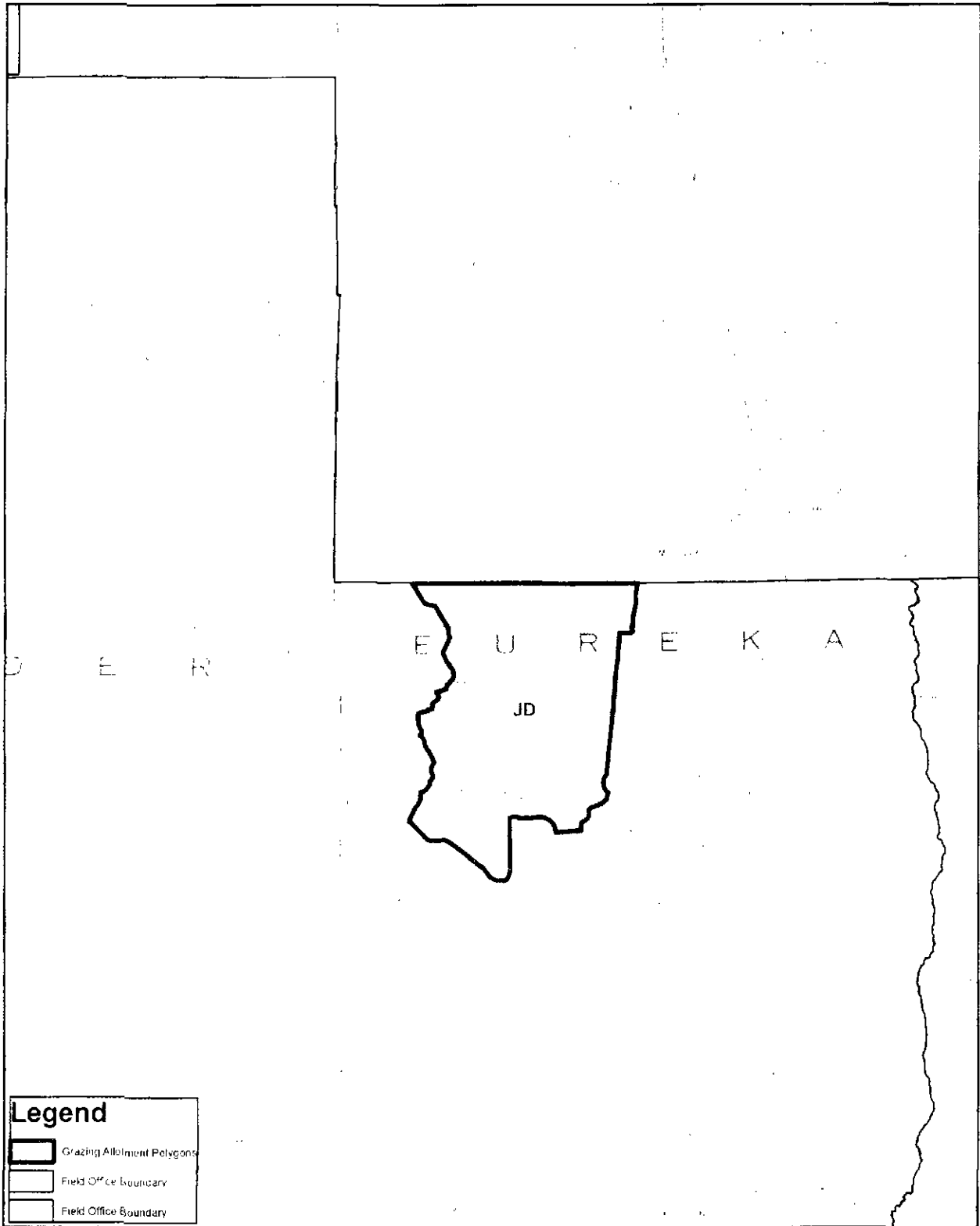
For,

Christopher J. Cook
Field Manager
Mount Lewis Field Office

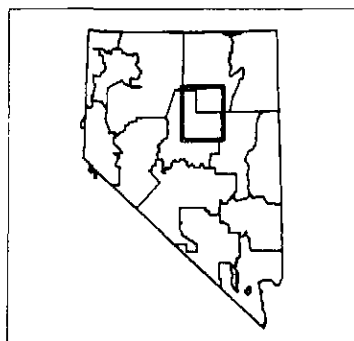
Enclosures
JD Allotment Map (1 p.)

cc: Interested Public

JD Allotment



No Warranty is made by the Bureau of Land Management as to the accuracy, reliability or completeness of these data for individual use or aggregate use with other data.



Mount Lewis Field Office
September 27, 2012

Oct 25th 2012

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

Dear Commissioners

This overdue letter is to say thank you and Lander Co. Road and Bridge South for the great job of paving Austin's many streets this summer. Its a fine looking job, and a pleasure to drive on. The grading was well planed with a clear idea of our drainage issues. They will be an asset to Austin for many years to come. Thanks.

Sincerely



Franklin B. Whitman
P.O.Box 239
132 6th St
Austin NV 89310

cc: Lander Co. Road and Bridge South

RECEIVED

OCT 29 2012

COUNTY COMMISSION



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Mount Lewis Field Office

50 Bastian Road

Battle Mountain, Nevada 89820

Phone: 775-635-4000

Fax: 775-635-4034

http://www.blm.gov/nv/st/en/fo/battle_mountain_field.html



In Reply Refer To:
4110 (NVB0100)

OCT 30 2012

PUBLIC CONSULTATION TRANSFER OF GRAZING PREFERENCE FOR THE FISH CREEK RANCH ALLOTMENT

Dear Interested Public:

Borba Land and Cattle, LLC has purchased the base property associated with the Antelope Valley Use Area of the Fish Creek Ranch Allotment from VW Land and Cattle, LLC. Borba Land and Cattle, LLC submitted the paperwork to transfer the grazing preference along with an application for a ten-year term grazing permit for the Fish Creek Ranch Allotment on October 17, 2012.

The Fish Creek Ranch Allotment is located approximately 15 miles south of Eureka, Nevada (see attached map). The Mount Lewis Field Office (MLFO) is proposing to issue a ten-year term grazing permit to Borba Land and Cattle, LLC for the Antelope Valley Use Area in the Fish Creek Ranch Allotment. The grazing permit for Fish Creek Ranch Allotment would be transferred with no changes to the existing preference or Terms & Conditions that were established in the Fish Creek Complex Final Multiple Use Decision (FMUD) dated September 27, 2004 (a copy of the final decision can be requested at the above address).

Before a new term grazing permit can be issued, BLM is required to consult, cooperate, and coordinate with interested public and comply with the National Environmental Policy Act (NEPA). A Determination of NEPA Adequacy (DNA) has been completed for the issuance of a new ten-year term grazing permit. The DNA is tiered to 2004 Fish Creek Complex Evaluation Environmental Assessment NV062-EA04-69, which analyzed impacts of the grazing management system implemented for the Fish Creek Ranch Allotment.

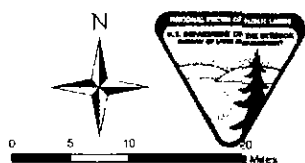
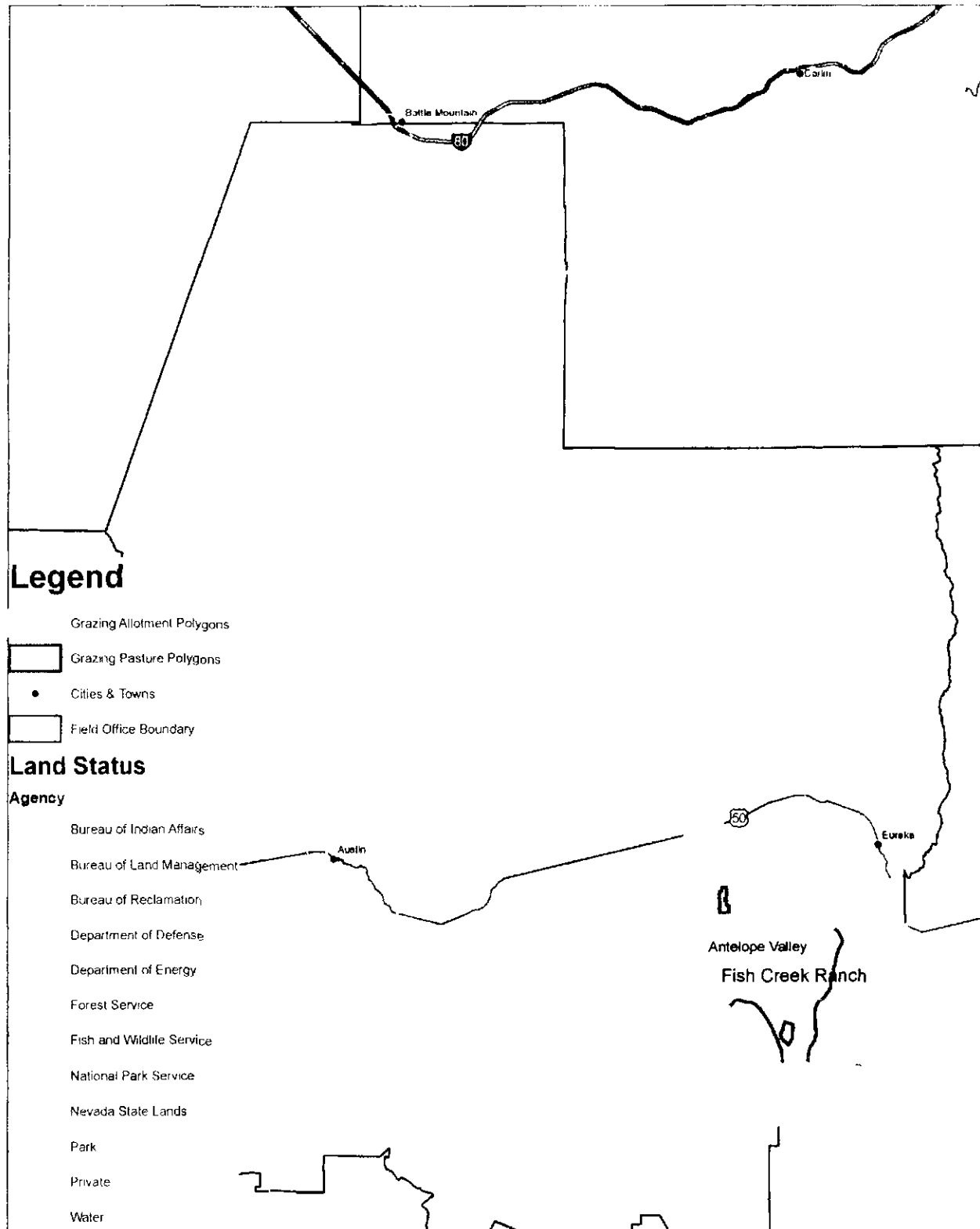
The interested public is being asked to provide written comments within 15 days of the date of this letter. Following the comment period, a proposed grazing decision will be issued offering Borba Land and Cattle, LLC the term grazing permit for the Antelope Valley Use Area in the Fish Creek Ranch Allotment. The authorized officer will consider any comments that are received prior to the issuance of a proposed grazing decision to authorize a new term permit to Borba Land and Cattle, LLC. The decision must become final and grazing permits approved prior to livestock turnout.

RECEIVED

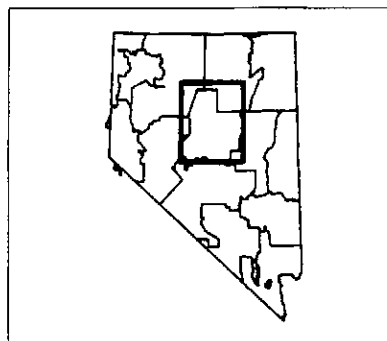
OCT 31 2012

COUNTY COMMISSION

Fish Creek Ranch Allotment



No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



Mount Lewis Field Office
October 11, 2012



Donna Bohall< dbohall@landercountynv.org>

Fw: determining per capita personal income

1 message

Kenneth R. Brown< krbrownwca@allwest.net>

Wed, Oct 31, 2012 at 7:46 PM

To: Undisclosed Recipients <krbrownwca@allwest.net>

I am forwarding information I requested from Rick Alexander, manager of the SRS program, relating to the per capita income component of the SRS funding formula. There has been concern expressed, especially by counties, where the funding chart indicates a substantial decrease in SRS revenue with the latest reauthorization. I hope this information is helpful. Any questions, feel free to call.

Kenneth R. Brown
Western Counties Alliance
krbrownwca@allwest.net
Phone (307) 679-3658
Fax (435) 793-5555

----- Original Message -----

From: Alexander, Rick -FS
To: krbrownwca@allwest.net
Sent: Tuesday, October 23, 2012 9:24 AM
Subject: determining per capita personal income

Ken, You asked how Bureau of Economic Analysis determines local area personal income. The following text is from an April 25, 2012 news release from BEA:

http://www.bea.gov/newsreleases/regional/lapi/lapi_newsrelease.htm

Personal income is the income received by all persons from all sources. Personal income is the sum of net earnings by place of residence, rental income of persons, personal dividend income, personal interest income, and personal current transfer receipts. **Net earnings** is earnings by place of work (the sum of wage and salary disbursements, supplements to wages and salaries, and proprietors' income) less contributions for government social insurance, plus an adjustment to convert earnings by place of work to a place-of-residence basis. Personal income is measured before the deduction of personal income taxes and other personal taxes and is reported in current dollars (no adjustment is made for price changes).

The estimate of personal income in the United States is derived as the sum of the county estimates; it differs slightly from the estimate of personal income in the national income and product accounts (NIPAs) because of differences in coverage, in the methodologies used to prepare the estimates, and in the timing of the availability of source data.

Per capita personal income is calculated as the personal income of the residents of a given area divided by the resident population of the area. In computing per capita personal income, BEA uses the Census Bureau's annual midyear population estimates.

The BEA web site also lists the following contacts at BEA: Jeffrey L. Newman (202) 606-9265 and Michael Paris (202) 606-9267 and an email address, reis@bea.gov

this message is from...

Rick Alexander

Secure Rural Schools Act

National Program Manager

ralexander@fs.fed.us

360 891-5162 office

202 641-0067 mobile

360 891-5045 fax

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