LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 1

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the request to transfer the 2016 Private Activity Bond Volume Cap (PABC) allocation to Nevada Rural Housing Authority, and all other matters properly related thereto.

Public comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: June 9, 2016

NAME Stacey Sept REPRESENTING: NRHA

ADDRESS: 3695 Desatoya Drive, Carson City, NV. 89701

PHONE(H): (775) 291-8999 (W): (775) 887-1795 (FAX): (775) 887-1798

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: (775) 887-1795

WHO WILL BE ATTENDING THE MEETING Gary Longaker or Bill Brewer

JOB TITLE Executive Director or Deputy Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:
Request to Transfer the 2016 Private Activity Bond Volume Cap (PABC) Allocation to Nevada Rural Housing Authority (NRHA)

BACKGROUND INFORMATION Lander County's Allocation will be pooled with other local Allocations to allow NRHA to provide housing programs to low and moderate income home buyers.

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

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

AMOUNT: _____

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

WHEN? Approved previous PABC Transfer in August 2011

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS YES ___ NO X N/A

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Stacey Sept DATE 5/26/16

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

Nan Ancho

From: Keith Westengard <kwestengard@landercountynv.org>
Sent: Monday, May 09, 2016 5:06 PM
To: nancho@landercountynv.org
Cc: 'Sean Bakker'; 'doug mills'
Subject: FW: 2016 PABC Allocation Spreadsheet for Calendar Year 2016
Attachments: 2016 State PABC Allocations.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please see attached...

Keith Westengard
Executive Director
Lander County, Nevada
(775) 635-5595, Direct Line
(775) 455-7653, Mobile
(775) 635-3334, Direct Fax
50 State Route 305 S.
Battle Mountain, Nevada 89820

From: Stacey Sept [mailto:ssept@nvrural.org]
Sent: Monday, May 9, 2016 4:29 PM
To: Diane Arvizo <Diane@nvrural.org>
Subject: 2016 PABC Allocation Spreadsheet for Calendar Year 2016

Good Afternoon,

On behalf of Nevada Rural Housing Authority and our Executive Director, Mr. Gary Longaker, please find attached, the State PABC Allocation spreadsheet for use in Calendar Year 2016. This attachment is to correspond with the formal letters of requesting a transfer of your 2016 volume cap to NRHA.

Mr. Longaker will be making phone calls directly to Mayors, Commissioners, Chairman, over the next few days to discuss the request and to answer any questions that you may have.

Please feel free to contact our offices should you require additional information, have any concerns, or additional questions, as they arise.

Thank you for your time and have a wonderful evening.

Regards,

Stacey Sept

HR & Administrative Assistant
Nevada Rural Housing Authority
3695 Desatoya Drive
Carson City, NV 89701
Phone: (775) 283-0176
Fax: (775) 887-1838
ssept@nvrural.org
www.nvrural.org

Nevada Rural Housing Authority's mission is to promote, provide and finance affordable housing opportunities for all Rural Nevadans.

Best Places to Work
FINALIST

Nevada State Department of Business & Industry

Distribution of Federal Tax Exempt Private Activity Bonding Authority [CAP]

For Use In Calendar Year 2016

$302,875,000.00 =Total statewide allocation
$151,437,500.00 =Local jurisdictions allocation Total

Based upon Estimates from the Nevada Department of Taxation and the Nevada State Demographer's Office

Counties & Incorporated Cities	2015 Population Estimate** County Totals	Jurisdiction Totals	Percentage of State Population	Total for Distribution $	151,437,500
Carson City	54,273	54,273	1.87304%	$	2,836,488.81
Churchill County	25,126				
Fallon		8,770	0.30267%	$	458,349.58
Unincorporated County		16,356	0.56447%	$	854,819.36
Clark County	2,118,353				
Boulder City		15,813	0.54573%	$	826,440.36
Henderson		287,828	9.93338%	$	15,042,855.60
Las Vegas		620,935	21.42940%	$	32,452,143.44
Mesquite		19,061	0.65782%	$	996,191.72
North Las Vegas		235,395	8.12383%	$	12,302,531.35
Unincorporate County		939,321	32.41738%	$	49,092,062.51
Douglas County	48,223	48,223	1.66425%	$	2,520,295.54
Elko County	53,551				
Carlin		2,727	0.09411%	$	142,522.16
Elko		20,714	0.71487%	$	1,082,583.04
Wells		1,371	0.04732%	$	71,653.05
West Wendover		4,478	0.15454%	$	234,035.28
Unincorporated County		24,261	0.83728%	$	1,267,961.14
Esmeralda County	923	923	0.03185%	$	48,239.07
Eureka County	1,862	1,862	0.06426%	$	97,314.36
Humboldt County	17,057				
Winnemucca		7,802	0.26926%	$	407,758.66
Unincorporated County		9,255	0.31940%	$	483,697.31
Lander County	6,247	6,247	0.21559%	$	326,489.15
Lincoln County	5,088				
Caliente		1,049	0.03620%	$	54,824.25
Unincorporated County		4,039	0.13939%	$	211,091.67
Lyon County	53,277				
Fernley		18,936	0.65351%	$	989,658.80
Yerington		3,191	0.11013%	$	166,772.35
Unincorporated County		31,150	1.07503%	$	1,628,003.36
Mineral County	4,539	4,539	0.15665%	$	237,223.35
Nye County	46,050	46,050	1.58925%	$	2,406,727.28
Pershing County	6,750				
Lovelock		1,893	0.06533%	$	98,934.52
Unincorporated County		4,857	0.16762%	$	253,843.09
Storey County	3,984	3,984	0.13749%	$	208,217.19
Washoe County	441,946				
Reno		238,615	8.23496%	$	12,470,819.34
Sparks		93,581	3.22962%	$	4,890,856.59
Unincorporated County		109,750	3.78764%	$	5,735,902.70
White Pine County	10,336				
Ely		4,056	0.13998%	$	211,980.15
Unincorporated County		6,280	0.21673%	$	328,213.84
Totals =	**2,897,585**	**2,897,585**	**100.0000%**	$	**151,437,500.00**

Internal Revenue Bulletin: 2016-13 Notice 2016-24

**State Demographer's 'Governor Certified Population of Nevada Counties, Cities and Towns at 2015'

Saved in Excel as: 2016 Volume Cap Distribution & Demographer Info

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to schedule a Battle Mountain Town Hall Meeting, and all other matters properly related thereto.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding a professional engineering services proposal from Day Engineering in an amount not to exceed $200,000 for the purple pipe system from well 6 to the Mountain View Golf Course and authorization for the Executive Director, and all other matters properly related thereto.

Public comment.

Background:
attached

Recommended Action:

Molly Gonzalez
Administrative Specialist

Lander County Clerk
Lander County Courthouse
Sadie Sullivan
County Clerk

Laken Marine
Executive Secretary

Kathy Duvall
Executive Secretary

June 9, 2016

Day Engineering
5 East Park Street
Fallon, NV 89406

Mr. Ugalde,

Here is the agreement for professional services that was on our June 9, 2016 Commission Meeting. Can you please sign and return it back to us so we can get it recorded. Your signature does have to be notarized as well. Once we receive it back from your office and record it we will send you a recorded one. If you have any questions please call the office at (775) 635-5738.

Thank You,

Laken Marine
Executive Secretary

Sent copy out on June 9, 2016 for Signature

Phone: 775.635.5738 Fax: 775.635.0394 | 50 State Route 305, Battle Mountain, NV 89820

RECORDING REQUESTED BY: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

Agreement between Lander County Public Works and Day Engineering for Professional Services in the amount not to exceed $200,000 for the purple pipe system from well 6 to the Mountain View Golf Course

June 9, 2016 Commission Meeting

Agenda Item # 3

This page added to provide information required by NRS 111.312 Sections 1-2

This cover page must be typed or printed.

AGREEMENT
BETWEEN
LANDER COUNTY PUBLIC WORKS
AND
DAY ENGINEERING
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made this 9th day of June 2016, by and between LANDER COUNTY PUBLIC WORKS, hereinafter called the CLIENT, and Day Engineering, having an office at 5 East Park Street, Fallon, Nevada 89406, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform certain investigation, design, bid assistance and construction administrative services in a competent and professional manner; and

WHEREAS, CLIENT wishes to retain CONSULTANT to perform those services in conjunction with the Capital Improvement Projects and other engineering services as requested.

Now, therefore, CLIENT and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform engineering design and construction administrative services.

1.2. PROJECT DESCRIPTION

The project will entail planning, design, bid assistance and construction administration for capital improvement projects including a non-potable water line from Well 6 to the LeMaire School fields and the Battle Mountain Golf Course.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services will generally consist of the tasks delineated in Exhibit A, "Scope of Work", attached hereto and incorporated herein.

2.2. ADDITIONAL SERVICES

The CLIENT shall have the right to exercise its option(s) for any additional tasks or subtasks identified during the effective dates of this Agreement. CONSULTANT shall be informed of tasks in writing. CONSULTANT will prepare and submit an "Extra Work Order Authorization Form" (see Attachment 1) reflecting the specific additional services requested. CLIENT will review and approve the additional work and CLIENT and CONSULTANT shall concur on an estimated budget. CONSULTANT shall undertake no work on any additional task without written authorization with the performance of said task.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

3.1. The CLIENT will:

3.1.A. Upon request and without cost to the CONSULTANT, provide all information that is reasonably available to CLIENT and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.

3.1.B. Provide access to and make all provisions for the CONSULTANT to enter upon CLIENT facilities and public lands, as required for the CONSULTANT to perform its work under this Agreement.

3.1. C. Vest the CLIENT Manager or designated representative(s) with authority to act as the CLIENT'S representative with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICES

4.1. The period of services shall be included in the CLIENT'S Fiscal Year 2016/2017 commencing on July 1, 2016 pending CLIENT authorization and ending June 30, 2017.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1. CONSULTANT'S fee for the work described in Exhibit A, "Scope of Work", will be based upon a lump sum, not-to-exceed fee of $200,000.00 pursuant with the itemized cost for each separate task identified in Exhibit A, attached hereto and incorporated herein by reference.

5.2. Payment for work accomplished for each major task may be invoiced monthly. The CLIENT will pay approved invoices within thirty (30) days of the date of invoice. Simple interest will be paid at the rate of 1% per month on all unpaid balances not paid within ninety (90) days.

5.3. The CLIENT shall notify the CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. In the event there is a dispute as to the amount owed and the matter cannot be informally resolved within a reasonable period, either party may invoke remedies allowed by this Agreement. Any amounts not in dispute shall be promptly paid as provided in Section 5.2.

5.4 For the work described under Article 2.2. "Additional Services", the CONSULTANT'S fee will be in accordance with Exhibit B, "Schedule of Rates and Charges for Engineering Services".

ARTICLE 6 - LITIGATION

6.1. Except as required by Article 9, CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of CLIENT. Compensation for litigation services shall be paid at a rate of 1.5 times the normal hourly fees indicated in Exhibit B for litigation services.

ARTICLE 7 - TERMINATION

7.1. This Agreement may be terminated by either party upon seven days written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party. In the event of termination, the CONSULTANT shall be paid at the rates specified in Article 5 for all services performed to the satisfaction of the CLIENT until the day termination is effective, including all reimbursements then due.

ARTICLE 8 - INSURANCE

8.1. The CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to CLIENT that all insurance requirements have been met.

8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain, unless excused in writing by the CLIENT, all types and amounts of insurance provided by the CONSULTANT'S insurance carrier.

ARTICLE 9 - SAVE HARMLESS

9.1. The CONSULTANT for itself, its successors and assigns, agrees to save CLIENT harmless from all liability and defense costs, including without limitation reasonable attorney fees incurred by the CLIENT in the defense of all claims or causes of action which may be made against CLIENT, which arise out of or in connection with the CONSULTANT's negligence, errors, or omissions in the performance of all services performed pursuant to this Agreement. Said obligation would extend to any liability to the CLIENT resulting from any action to clear any lien and/or to recover for damage to CLIENT property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

10.1. During the performance of this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this nondiscrimination clause.

10.2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

10.3. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each contractor.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

11.1. CLIENT and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither CLIENT nor CONSULTANT, shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT.

ARTICLE 12 - NOTICE

12.1. Notices required under this Agreement shall be given as follows:

CLIENT: LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

CONSULTANT: Day Engineering
5 East Park Street
Fallon, Nevada 89406

ARTICLE 13 - ATTORNEY'S FEES

13.1. In the event a dispute between the parties results in any arbitration or a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

ARTICLE 14 - APPLICABLE LAW

14.1. Venue for the enforcement of this Agreement and any amendments shall be Lander County, Nevada and all proceedings shall be governed by and construed in accord with the laws of the State of Nevada.

ARTICLE 15 - SEVERABILITY

15.1. If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

APPROVED AS TO LEGALITY AND FORM

Theodore C. Hermes
Lander County District Attorney

LANDER COUNTY

By: _____
Keith Westengard – Executive Director ("CLIENT")

STATE OF NEVADA)
) SS
COUNTY OF Lander)

This instrument was acknowledged before me this 9th day of June, 2016, by Keith Westengard (Name) the Executive Director (Title) of Lander County (Firm Name).

Deonilla R. Fuller
NOTARY PUBLIC

Deonilla R. Fuller
Notary Public - State of Nevada
Lander County
No. [illegible]
My Commission Expires November 1, 2018
Certificate No: 14-15096-10

DAY ENGINEERING

By: _____
Martin Ugalde – Project Manager ("CONSULTANT")

STATE OF NEVADA)
) SS
COUNTY OF Churchill)

This instrument was acknowledged before me this _____ day of _____, 2016, by _____ (Name) the _____ (Title) of _____ (Firm Name).

_____
NOTARY PUBLIC

(Notary Seal)

Y ENGINEERING
BOX 651 • EUREKA, NEVADA 89316 • (775) 237-5395
5 EAST PARK STREET • FALLON, NEVADA 89406 • (775) 423-9090

"EXHIBIT A – SCOPE OF WORK"

May 9, 2016

Mr. Bert Ramos Lander County Public Works Director
LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR PURPLE PIPE SYSTEM FROM WELL 6 TO GOLF COURSE

Mr. Ramos;

At the request of Public Works, Day Engineering is pleased to submit the following professional engineering services proposal to provide design, bid assistance and construction administration services for a "purple pipe" non-potable water supply to the LeMaire School fields and Golf Course from existing Town Well No. 6 as designated by Public Works. The areas of improvements have been identified as described below and as shown on the attached maps:

- Well 6 Improvements;
- US Interstate 80 Crossing;
- Non-Potable "Purple Pipe" Transmission Main from Well 6 to the Golf Course;
- Tie-ins at Well 6, LeMaire School Fields and the Golf Course

The rationale behind the proposal for design pursuant with field visits, discussions regarding pipeline route and size, tie-ins and operational sequences is presented in the attached memorandum.

The proposed scope of work is delineated in the tasks below:

TASK 1 – GEOTECHNICAL **$ 5,000**

Day Engineering will utilize Soils Engineering from Reno, Nevada for geotechnical services. Geotechnical services will include subsurface exploration adjacent to the interstate I-80 for pipe boring as well as adjacent to State Route 305. Boring information will be utilized to determine conductor casing size and backfill requirements. Some additional exploration along the proposed pipeline route will also be conducted.

TASK 2 – SURVEYING **$ 8,000**

Day Engineering will utilize High Desert Engineering from Elko, Nevada for surveying services. Surveying will include developing topography in order to produce plan and profile drawings of the proposed new pipeline along the proposed route from Well 6 to the Golf Course. USA locates will be contacted prior to surveying and all existing infrastructure (utilities) will be presented on the Plans to avoid potential conflicts. In addition, parcel, easements and rights-of-way information will be included. It is anticipated that some easements will be required west of LeMaire School and initially south until Humboldt Street. Legal descriptions and exhibits will be developed for those portions where easements are required.

TASK 3 – 50 PERCENT DESIGN **$ 70,000**

The design includes development of Plans and Construction Documents for bidding purposes. A 50-percent design product will be provided to Lander County Public Works for review and comment prior to completion of the design in preparation of bidding. Design will include plan and profile of the water main route and all pertinent appurtenances including, blow-offs, in-line valves, air valves and meter stations, backflow prevention assemblies and Well 6 pump and motor replacement.

Electrical design modifications to Well 6 will also be incorporated in this task. Jensen Engineering, an electrical design consultant from Reno, will provide Plans and Specifications for electrical modifications to Well 6 to adapt the new pumps and motors to the new VFD drive units and new pressure requirements.

Construction Documents will include bid and contract documents, general and special conditions and technical specifications. The construction documents will be consistent with the previous project currently under construction. All permitting requirements with NDEP, Bureau of Water Pollution Control, Federal Highway Administration and Nevada Department of Transportation including all application fees will also be provided. A copy of the current State Prevailing Wage Rates for Lander County will be included.

TASK 4 – FINAL DESIGN **$ 40,000**

Pending Public Works review, a final set of Plans and Specifications will be developed incorporating all review comments. Two sets of Plans and Specifications will be submitted to the Bureau of Water Pollution Control, NDEP, for review and approval. Any review comments provided by NDEP, the Federal Highway Administration and Nevada Department of Transportation will be incorporated into the final set of Plans and Construction Documents for bid solicitation.

TASK 5 – BID SOLICITATION **$ 10,000**

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

TASK 6 – CONSTRUCTION ADMINISTRATION **$ 60,000**

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

Construction Administration will also include full time inspections during construction including start-up of Well 6. Daily inspections will be performed throughout the entire construction phase of the Project. The estimated duration of the construction phase is approximately 3 months. Weekly meetings will be conducted to maintain construction schedules and Contractor questions related to field issues will be managed by Day Engineering. All field reports and construction photos will be catalogued and provided to Public Works upon project completion.

In addition to full time inspection, compaction tests along the pipeline route will be conducted in accordance with Orange Book Standards. Soils Engineering will provide compaction testing throughout the construction phase of the Contract and monitor compaction efforts. Testing results will be finalized in a summary report and provided to Public Works upon project completion.

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

TASK 7 – RECORD DRAWINGS **$ 7,000**

Record drawings of the completed work will be developed and provided to Public Works pending completion of the Project. Survey locations of all installed utilities will be identified on the Record Drawings for accuracy. Two hard copy sets of Record Drawings will be provided including a CD of the Record Drawings in AutoCAD version 13 and PDF format. All field reports and construction photos will also be provided at the conclusion of the Project.

ENGINEERING SERVICES PROPOSAL TOTAL NOT-TO-EXCEED $ 200,000

The professional engineering services fee of $200,000 is a lump sum not-to-exceed fee pursuant with the attached fee schedule. Payment of services is due upon receipt of invoices.

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

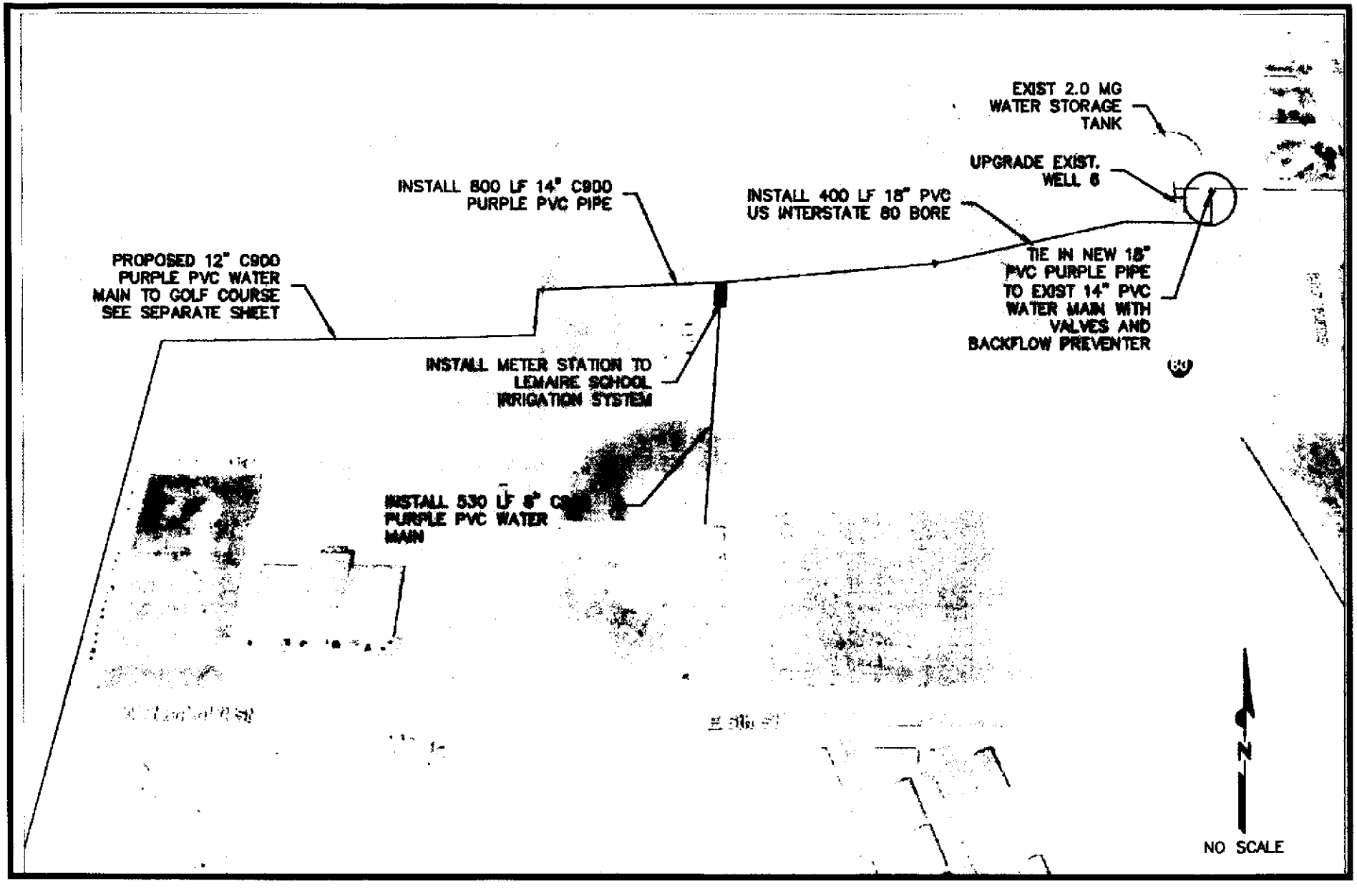
Sincerely,
DAY ENGINEERING

Martin Ugalde

Enclosures

cc: Keith Westengard Lander County Executive Director
Stephanie Colorado – Day Engineering
Dean Day, P.E. – Principal, Day Engineering

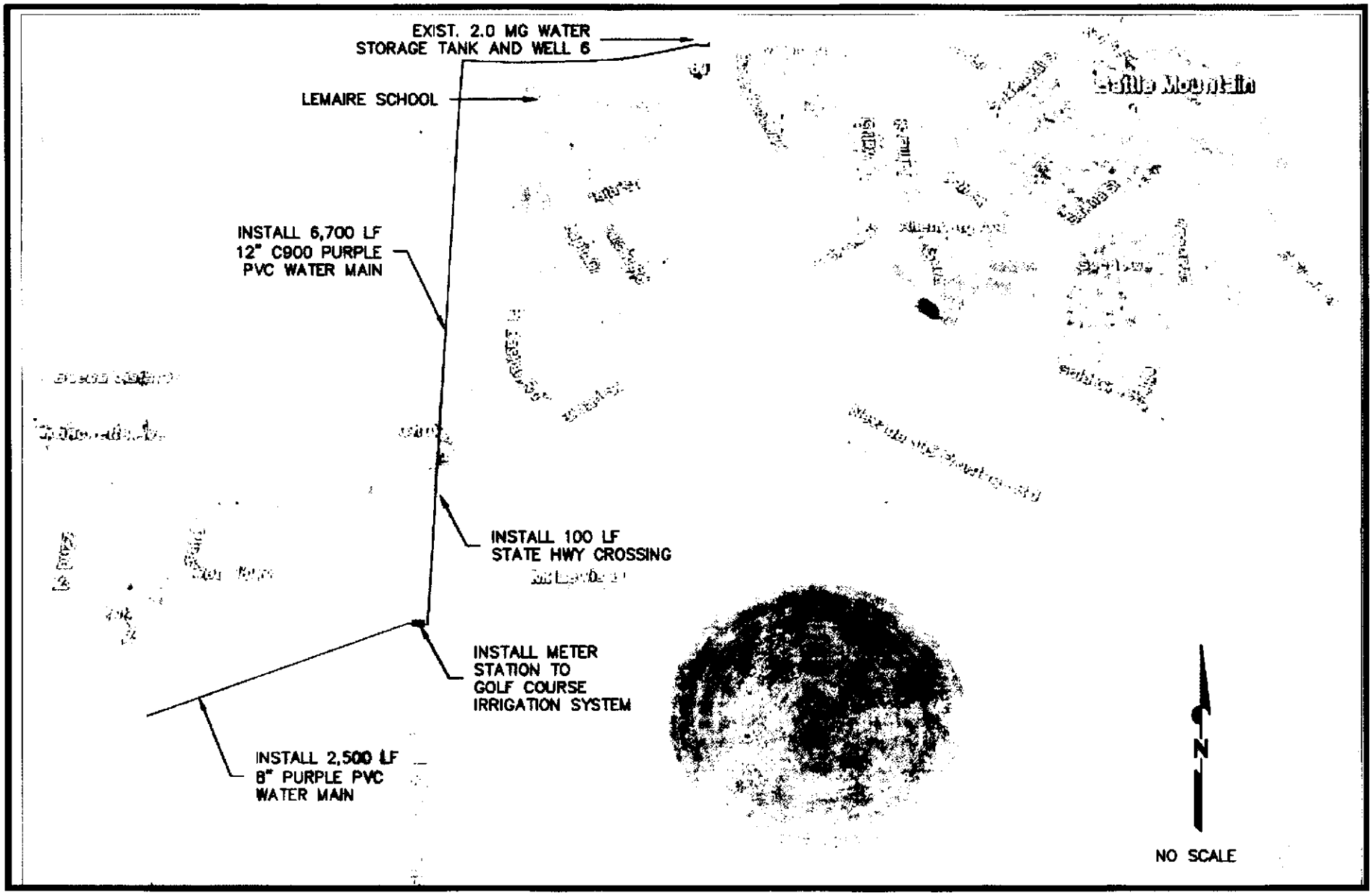
C:\SDayEngineering\Lander\Battle Mtn\Purple Pipe\docs\Proposal.docx



Y ENGINEERING

BATTLE MOUNTAIN PURPLE PIPE

WELL 6 TO LEMAIRE SCHOOL



BATTLE MOUNTAIN PURPLE PIPE

WELL 6 TO GOLF COURSE

Y ENGINEERING

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

MEMORANDUM

TO: Bert

FROM: Marty

RE: **BATTLE MOUNTAIN**

DATE: April 29, 2016

The rationale behind the proposal for design pursuant with field visits, discussions regarding pipeline route and size, tie-ins and operational sequences is presented below:

1. Well 6 will operate as configured by discharging to the existing 2.0 MG water storage tank adjacent to the well and booster pumps;
2. The existing booster pumps will discharge in the existing piping from the 2.0 MG water storage tank to the golf course via a tie-in on the existing booster pump discharge line to the town distribution system;
3. A tie-in at Well 6 will include a 14"x 18" tee with isolation valves to be able to manually direct water from the booster station to the golf course or the existing town distribution system. A double check valve backflow prevention assembly will be installed on the town distribution side of the tee to the golf course;
4. The water main to the golf course will be 18-inch pipe and bore under interstate 80 toward LeMaire School. It will reduce to 14-inch once across the highway and continue west past the school to 17th Street and continue south to the golf course. It will bore under State Route 305 and continue south and enter the golf course south of Blossom Spring Road. The 14-inch pipe will reduce through a meter station at the golf course to 12-inch and continue across the golf course and tie into the new golf course booster pump discharge line downstream of the booster pump check valve;
5. If Well 6 is pumping to the town distribution system in an emergency, the existing golf course well and golf course booster pump station will deliver water to the golf course;
6. Well 6 discharges to the 2.0 MG water storage tank at approximately 2,300 gpm. The booster pumps at Well 6 discharge at approximately 2,400 gpm. The well and booster pumping rates were reported in the *Water and Sewer Master Plan Update* developed by Shaw Engineering in 2002 (Pages 26 and 27);
7. The golf course demand is 400 gpm at 70 psi over 12 hours. The golf course demand may double if the other 9 holes are installed. That is equivalent to approximately 576,000 gpd. The additional 9 holes have been discussed and designs have been developed over the past two years. The added demand is a very real possibility. If the golf course becomes 18 holes, a 12-hour water schedule may be unrealistic. The booster pumps at Well 6 may be required to provide double the initial golf course demand or 576,000 gallons in 8 hours. That would be equivalent to 1,200 gpm. The Lemaire School irrigation demand was considered to be 200 gpm or ½ that of the golf course;
8. The existing booster pumps originally were designed to discharge to a system pressure of 40-45 psi. The added 30 psi requirement by the golf course will require booster pump upgrades. If 18-inch water main across the highway is utilized and 14-inch water main is utilized from the highway to the golf course, the total headloss from the booster pump station to the golf course is 11 psi. The Well 6 booster pump discharge pressure should be 85 psi (70 psi plus 11 psi headloss to the golf course);

9. At a flow of 1,400 gpm, the velocity in an 18-inch water main is 1.9 feet per second and 3.26 fps in a 14-inch water main. At a flow of 1,200 gpm, the velocity in a 14-inch water main is 2.79 fps and 3.55 fps in a 12-inch water main. Flow velocities in water mains should be between 3 and 5 fps;
10. Maximum pressure to the town distribution system from Well 6 will be 83 psi;
11. The Well 6 booster pumps will be on-demand pumps activated/deactivated by pressure switches/transducers

If you have any questions, please do not hesitate to call (775) 423-9090.

cc: Dean Day, P.E. - Day Engineering

c:\dayengineering\lander battle mtn @ project 2016\docs\m4 28 16 cost estimate rationale.doc

BATTLE MOUNTAIN DR 25 (DR 18 less than 14") PURPLE PIPE PRESSURE SCENARIOS
PUMP PRESSURE HAS TO BE 90 PSI, AND GOLD COURSE HAS TO BE 75 PSI, MAX 15 PSI LOSS

18" TO SCHOOL, 12" TO GOLF COURSE (SIMPLE BUT NO GOOD)

Description	Flow	Length	ID of Pipe	psi loss	Pressure	
Well fitting loss	1400			2.5	87.5	
Well to School tee	1400	1200	17.8	0.3	87.2	
School tee to first set of 90's	1200	500	11.6	0.75	86.45	
First set of 90's to golf course meter	1200	7000	11.6	10.5	75.95	
Golf course	1200	2500	11.6	3.75	72.2	
					17.8	**LOSS**

18" ACROSS BYPASS, 14" TO 90'S, 12" TO GOLF COURSE (AS DESIGNED, NO GOOD)

Description	Flow	Length	ID of Pipe	psi loss	Pressure	
Well fitting loss	1400			2.5	87.5	
Pipe across I-80	1400	700	17.8	0.175	87.325	
I-80 to School tee	1400	500	14	0.395	86.93	
School tee to first set of 90's	1200	500	14	0.3	86.63	
First set of 90's to golf course meter	1200	7000	11.6	10.5	76.13	
Golf course	1200	2500	11.6	3.75	72.38	
					17.62	**LOSS**

18" ACROSS BYPASS, 14" TO GOLF COURSE, 12" ON GOLF COURSE (WAY GOOD)

Description	Flow	Length	ID of Pipe	psi loss	Pressure	
Well fitting loss	1400			2.5	87.5	
Pipe across I-80	1400	700	17.8	0.175	87.325	
I-80 to School tee	1400	500	14	0.395	86.93	
School tee to first set of 90's	1200	500	14	0.3	86.63	
First set of 90's to golf course meter	1200	7000	14	4.2	82.43	
Golf course	1200	2500	11.6	3.75	78.68	
					11.32	**LOSS**

WELL 6 TO GOLF COURSE

REVISED COST ESTIMATE

MAY 9, 2016

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Mob Demob	1	LS	$100,000	$100,000
Upgrade Exist Well 6 Booster Pumps	1	LS	$150,000	$150,000
Upgrade Exist Well 6 Electrical	1	LS	$65,000	$65,000
US Interstate 80 Crossing/Bore (18")	400	LF	$450	$180,000
US Hwy 305 Crossing/Bore (12")	100	LF	$360	$36,000
Install New 18" PVC Water Main	300	LF	$75	$22,500
Install New 14" PVC Water Main	7,000	LF	$60	$420,000
Install New 12" PVC Water Main	2,500	LF	$50	$125,000
Install New 8" PVC Water Main	550	LF	$35	$19,250
Pavement Patch on Blossom, Chukar and School	2400	SF	$6	$14,400
Road Crossings on Humboldt, Carson and Quail Run	400	SF	$12	$4,800
Traffic Control	1	LS	$15,000	$15,000
Install New Meter Vault	2	EA	$55,000	$110,000
Tie-In New 18" to Exist 14" w/Backflow	1	LS	$65,000	$65,000
Tie-In to Exist Sprinkler Booster Pump Discharge	1	LS	$15,000	$15,000
Force Account	1	LS	$75,000	$75,000
CONSTRUCTION TOTAL				*$1,416,950*
ENGINEERING TOTAL (15%)				*$212,543*
PROJECT TOTAL				**$1,629,493**

APN#_____

Recording Requested by:
Name: Lander County Public Works
Address: 50 State Route 305
City/State/Zip: Battle Mountain, Nevada 89820

When Recorded Mail to:
Name: Lander County Public Works
Address: 50 State Route 305
City/State/Zip: Battle Mountain, Nevada 89820

Mail Tax Statement to:
Name: N/A
Address: _____
City/State/Zip: _____

DOC # 0277056
06/21/2016 02:13 PM
Official Record
Recording requested By
LANDER COUNTY PUBLIC WORKS
Lander County - NV
Lesley Bunch - Recorder
Fee: Page 1 of 7
RPTT: Recorded By: LB
Book- 681 Page- 0282
0277056

(for Recorder's use only)

AGREEMENT BETWEEN
LANDER COUNTY PUBLIC WORKS & BayEngineering
for Professional ~~Services~~

(Title of Document)

6-9-16
Item #3

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.
This cover page must be typed or printed in black ink. (Additional recording fee applies)

AGREEMENT
BETWEEN
LANDER COUNTY PUBLIC WORKS
AND
DAY ENGINEERING
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made this 9th day of June 2016, by and between LANDER COUNTY PUBLIC WORKS, hereinafter called the CLIENT, and Day Engineering, having an office at 5 East Park Street, Fallon, Nevada 89406, hereinafter called the CONSULTANT.

WITNESSETH:

WHEREAS, CONSULTANT has represented that it has the expertise and staff necessary to perform certain investigation, design, bid assistance and construction administrative services in a competent and professional manner; and

WHEREAS, CLIENT wishes to retain CONSULTANT to perform those services in conjunction with the Capital Improvement Projects and other engineering services as requested.

Now, therefore, CLIENT and CONSULTANT, in consideration of the mutual covenants and other consideration set forth herein, do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE CONSULTANT

1.1. The CLIENT hereby engages the CONSULTANT and the CONSULTANT hereby accepts the engagement to perform engineering design and construction administrative services.

1.2. PROJECT DESCRIPTION

The project will entail planning, design, bid assistance and construction administration for capital improvement projects including a non-potable water line from Well 6 to the LeMaire School fields and the Battle Mountain Golf Course.

ARTICLE 2 - SERVICES OF THE CONSULTANT

2.1. SCOPE OF SERVICES

The scope of services will generally consist of the tasks delineated in Exhibit A, "Scope of Work", attached hereto and incorporated herein.

2.2. ADDITIONAL SERVICES

The CLIENT shall have the right to exercise its option(s) for any additional tasks or subtasks identified during the effective dates of this Agreement. CONSULTANT shall be informed of tasks in writing. CONSULTANT will prepare and submit an "Extra Work Order Authorization Form" (see Attachment 1) reflecting the specific additional services requested. CLIENT will review and approve the additional work and CLIENT and CONSULTANT shall concur on an estimated budget. CONSULTANT shall undertake no work on any additional task without written authorization with the performance of said task.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

3.1. The CLIENT will:

3.1.A. Upon request and without cost to the CONSULTANT, provide all information that is reasonably available to CLIENT and pertinent to the Project including surveys, reports and any other data relative to design and construction of the Project.

3.1.B. Provide access to and make all provisions for the CONSULTANT to enter upon CLIENT facilities and public lands, as required for the CONSULTANT to perform its work under this Agreement.

3.1. C. Vest the CLIENT Manager or designated representative(s) with authority to act as the CLIENT'S representative with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the CLIENT'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

ARTICLE 4 - PERIOD OF SERVICES

4.1. The period of services shall be included in the CLIENT'S Fiscal Year 2016/2017 commencing on July 1, 2016 pending CLIENT authorization and ending June 30, 2017.

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1. CONSULTANT'S fee for the work described in Exhibit A, "Scope of Work", will be based upon a lump sum, not-to-exceed fee of $200,000.00 pursuant with the itemized cost for each separate task identified in Exhibit A, attached hereto and incorporated herein by reference.

5.2. Payment for work accomplished for each major task may be invoiced monthly. The CLIENT will pay approved invoices within thirty (30) days of the date of invoice. Simple interest will be paid at the rate of 1% per month on all unpaid balances not paid within ninety (90) days.

5.3. The CLIENT shall notify the CONSULTANT of any disagreement with any submitted invoice for consulting services within thirty (30) days of receipt of an invoice. In the event there is a dispute as to the amount owed and the matter cannot be informally resolved within a reasonable period, either party may invoke remedies allowed by this Agreement. Any amounts not in dispute shall be promptly paid as provided in Section 5.2.

5.4 For the work described under Article 2.2. "Additional Services", the CONSULTANT'S fee will be in accordance with Exhibit B, "Schedule of Rates and Charges for Engineering Services".

ARTICLE 6 - LITIGATION

6.1. Except as required by Article 9, CONSULTANT shall receive compensation for preparing for and/or appearing in any litigation at the request of CLIENT. Compensation for litigation services shall be paid at a rate of 1.5 times the normal hourly fees indicated in Exhibit B for litigation services.

ARTICLE 7 - TERMINATION

7.1. This Agreement may be terminated by either party upon seven days written notice, should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party. In the event of termination, the CONSULTANT shall be paid at the rates specified in Article 5 for all services performed to the satisfaction of the CLIENT until the day termination is effective, including all reimbursements then due.

ARTICLE 8 - INSURANCE

8.1. The CONSULTANT shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to CLIENT that all insurance requirements have been met.

8.2. In conjunction with the performance of the services/work required by the terms of this Agreement, CONSULTANT shall obtain, unless excused in writing by the CLIENT, all types and amounts of insurance provided by the CONSULTANT'S insurance carrier.

ARTICLE 9 - SAVE HARMLESS

9.1. The CONSULTANT for itself, its successors and assigns, agrees to save CLIENT harmless from all liability and defense costs, including without limitation reasonable attorney fees incurred by the CLIENT in the defense of all claims or causes of action which may be made against CLIENT, which arise out of or in connection with the CONSULTANT's negligence, errors, or omissions in the performance of all services performed pursuant to this Agreement. Said obligation would extend to any liability to the CLIENT resulting from any action to clear any lien and/or to recover for damage to CLIENT property.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY

10.1. During the performance of this Agreement, the CONSULTANT agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this nondiscrimination clause.

10.2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that well qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, disability, or national origin.

10.3. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each contractor.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

11.1. CLIENT and CONSULTANT bind themselves and their successors and assigns to the other party and to the successors and assigns of such party, with respect to the performance of all covenants of this Agreement. Except as set forth herein, neither CLIENT nor CONSULTANT, shall assign or transfer interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating a personal liability on the part of any officer or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT.

ARTICLE 12 - NOTICE

12.1. Notices required under this Agreement shall be given as follows:

CLIENT: LANDER COUNTY PUBLIC WORKS
50 State Route 305
Battle Mountain, Nevada 89820

CONSULTANT: Day Engineering
5 East Park Street
Fallon, Nevada 89406

ARTICLE 13 - ATTORNEY'S FEES

13.1. In the event a dispute between the parties results in any arbitration or a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and a reasonable attorney's fee.

ARTICLE 14 - APPLICABLE LAW

14.1. Venue for the enforcement of this Agreement and any amendments shall be Lander County, Nevada and all proceedings shall be governed by and construed in accord with the laws of the State of Nevada.

ARTICLE 15 - SEVERABILITY

15.1. If any part, term, article, or provision of this Agreement is, by a court of competent jurisdiction, held to be illegal, void, or unenforceable, or to be in conflict with any law of the State of Nevada, the validity of the remaining provisions or portions of this Agreement are not affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held invalid.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

APPROVED AS TO LEGALITY AND FORM

Theodore C. Hermes
Lander County District Attorney

LANDER COUNTY

By: Keith Westengard
Keith Westengard – Executive Director ("CLIENT")

STATE OF NEVADA)
) SS
COUNTY OF Lander)

This instrument was acknowledged before me this 9th day of June, 2016, by Keith Westengard (Name) the Executive Director (Title) of Lander County (Firm Name).

Deonilla R. Fuller
NOTARY PUBLIC

Deonilla R. Fuller
Notary Public - State of Nevada
Lander County
My Commission Expires: November 1, 2018
Certificate No: 14-15096-10

DAY ENGINEERING

By: Martin Ugalde
Martin Ugalde – Project Manager ("CONSULTANT")

STATE OF NEVADA)
) SS
COUNTY OF Churchill)

This instrument was acknowledged before me this 14 day of June, 2016, by MARTIN UGALDE (Name) the Project Manager (Title) of Day Engineering (Firm Name).

NOTARY PUBLIC

T. L. CHAPMAN
Notary Public, State of Nevada
Appointment No. 04-90794-4
My Appt. Expires Oct 7, 2017

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion and possible action to authorize Keith Westengard, Lander County Executive Director, to submit the FAA Grant Application for the Austin Airport Master Plan, and all other matters properly related thereto.

Public comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: June 9, 2016

NAME: J. D. Heithoff REPRESENTING: J-U-B Engineers

ADDRESS: 250 S. Beechwood Ave, Boise, Idaho, 83709

PHONE (H)_____ (W): (208) 376-7330 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: J.D. is available by phone JOB TITLE: Senior Airport Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: _____

Item #1: The FAA is requiring that an "Independent Fee Estimate" (IFE) be performed on the upcoming Austin Master Plan project. An Independent Fee Estimate is a review of the Scope of Work of an airport consulting firm (in this case J-U-B Engineers) by a neutral 3rd party airport engineering firm. The 3rd party firm estimates the hours and fees that would be reasonable to charge for the scope of work. This provides the FAA and the Owner with a "checks and balances" system to verify that fees and contracts are reasonable.

Keith Westengard obtained a proposal from CH2M to provide the IFE services for $2,500 for this project. As the IFE needs to be submitted prior to receiving the grant from the FAA, it is requested that this contract be approved. 93.75% of the costs will be reimbursed by the FAA.

Item #2: Provide approval for Keith Westengard to submit the FAA Grant Application for the Austin Master Plan. The Grant Application does not obligate Lander County financially. It simply puts Lander County in a position to receive a Grant Offer from the FAA for the planning and engineering work for the Master Plan. The Master Plan is currently estimated to cost approximately $330,000. 93.75% of the costs will be reimbursed by the FAA.

Item #3: One responsive and responsible bid was received for the Austin Fueling System. L.A. Perks from Sparks, Nevada was the bidder and the amount was for $396,161.00 for the entire system (including the concrete secondary containment pad) or $344,936.00 without the concrete secondary containment pad. J-U-B reviewed the paperwork associated with the bid proposal and has found the contractor's paperwork to be in order. Therefore, as $ Xxxx are currently available in Lander County's budget, an additional $Yyyy would need to be allocated to award the project. How would the Commissioners like to proceed?

Item #4: Bids were opened June 2nd for the Rebid of the Battle Mountain Airfield Pavement Rehabilitation project. The low responsive and responsible bidder was Zzzzzzz with a low bid of $ Wwwwwww. J-U-B reviewed the paperwork associated with the bid proposal and has found the contractor's paperwork to be in order. Therefore, we request the approval for Keith Westengard to submit the FAA Grant Application for Battle Mountain Airfield Pavement Rehabilitation project. The Grant Application does not obligate Lander County financially. It simply puts Lander County in a position to receive a Grant Offer from the FAA for the construction work. The FAA will fund approximately 93.75% of the costs for this project. Funds have already been set aside by the County in 2015 to cover the County's portion of this project.

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

Grant approval for Mr. Keith Westengard to:

1. Execute the $2,500 contract with CH2M to perform the IFE for the Austin Master Plan.
2. Submit the FAA Grant Application for the Austin Master Plan,
3. Award the Austin Fueling System contract to L.A. Perks,
    a. Allocate the additional funds necessary for the fueling system project,
4. Submit the FAA Grant Application for the Battle Mountain Pavement Rehab project.

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

AMOUNT: Item #1 – $ 156.25
Item #2 – $ 20,625.00 (after the FAA extends a Grant Offer)
Item #3 - $ Yy,yyy.yy (additional needs to be allocated)
Item #4 - 6.25% of Wwwww.ww (after the FAA extends a Grant Offer)

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO ___
WHEN? October & December of 2015, January & March 2016

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES ___ NO X
(I will be available by phone/teleconference call.)

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

FOR REVIEW BY:

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

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

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

J. C. Hedgeff DATE: 5-31-16

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

Proposal from CH2M

for IFE work.

Purchase Order

can be used

for this.

J.D. Heithoff

From: Chris.Pomeroy@ch2m.com
Sent: Wednesday, May 25, 2016 10:03 AM
To: KWestengard@LanderCountyNv.org; NAncho@LanderCountynv.org
Cc: J.D. Heithoff
Subject: RE: Draft Scope of Work - Austin Master Plan

Good Morning Mr. Westengard and Ms. Ancho,

Per JD's email below, I have reviewed the preliminary draft scope of work for your upcoming master plan at the Austin Airport.

I'd be happy to complete this IFE for you. Our fee is $2500 and I can have this completed by Friday, June 10. Please let me know if you find this acceptable.

If you do, an email response concurring with the $2500 fee and timeline with a notice to proceed will be sufficient. We will complete the IFE, address any concerns, then send you an invoice for services.

Please email or call with any questions.

Sincerely,
Chris

Chris Pomeroy
Sr. Aviation Planner/Project Manager
D 1 208 383 6184
M 1 303 880 8222

CH2M
322 E. Front Street #200
Boise, ID 83702
www.ch2m.com | LinkedIn | Twitter | Facebook

From: J.D. Heithoff [mailto:jheithoff@jub.com]
Sent: Monday, May 23, 2016 10:03 AM
To: Pomeroy, Christopher/BOI <Chris.Pomeroy@ch2m.com>
Cc: KWestengard@LanderCountyNv.org; NAncho@LanderCountynv.org
Subject: Draft Scope of Work - Austin Master Plan

Mr. Pomeroy –
Lander County Nevada will need an Independent Fee Estimate for their Master Plan project for Austin Airport in Austin, Nevada.
Attached is the draft (prelim) Scope of Work for the Austin Master Plan, new ALP Plan set, and GIS data submission to the FAA. The FAA is reviewing this draft, so please be advised that the final scope & spreadsheet may change a little.

Once you are comfortable with the scope & spreadsheet, please provide a proposed cost and turn-around time to perform an IFE to Lander County. Your contacts are:

Mr. Keith Westengard, Executive Director
Ms. Nan Ancho, Director of Finance
Lander County, Nevada
50 State Route 305 South

Battle Mountain, NV 89820

Tel # (775) 635-2885
Email address (shown above)

Please let myself, Keith, or Nan know if you have any questions regarding this request.

J. D. HEITHOFF, P.E., C.M.
Senior Airport Engineer

J-U-B ENGINEERS, Inc.
250 South Beechwood Ave, Suite 201, Boise, ID 83709
e JDH@jub.com *w* www.jub.com
p 208-376-7330 *c* 208-473-8397 *f* 208-323-9336

This e-mail and any attachments involving J-U-B or a subsidiary business may contain information that is confidential and/or proprietary. Prior to use, you agree to the provisions found at edocs.jub.com. If you believe you received this email in error, please reply to that effect and then delete all copies.

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to approve/disapprove one of two bids received for the Austin Fueling System from L.A. Perks. A bid in the amount of $396,161.00 for the entire system (including the concrete secondary containment pad) or a bid in the amount of $344,936.00 without the concrete secondary containment pad, and all other matters properly related thereto.

Public comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: June 9, 2016

NAME: J. D. Heithoff REPRESENTING: J-U-B Engineers

ADDRESS: 250 S. Beechwood Ave, Boise, Idaho, 83709

PHONE (H)_____ (W): (208) 376-7330 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: J.D. is available by phone JOB TITLE: Senior Airport Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: _____

Item #1: The FAA is requiring that an "Independent Fee Estimate" (IFE) be performed on the upcoming Austin Master Plan project. An Independent Fee Estimate is a review of the Scope of Work of an airport consulting firm (in this case J-U-B Engineers) by a neutral 3rd party airport engineering firm. The 3rd party firm estimates the hours and fees that would be reasonable to charge for the scope of work. This provides the FAA and the Owner with a "checks and balances" system to verify that fees and contracts are reasonable.

Keith Westengard obtained a proposal from CH2M to provide the IFE services for $2,500 for this project. As the IFE needs to be submitted prior to receiving the grant from the FAA, it is requested that this contract be approved. 93.75% of the costs will be reimbursed by the FAA.

Item #2: Provide approval for Keith Westengard to submit the FAA Grant Application for the Austin Master Plan. The Grant Application does not obligate Lander County financially. It simply puts Lander County in a position to receive a Grant Offer from the FAA for the planning and engineering work for the Master Plan. The Master Plan is currently estimated to cost approximately $330,000. 93.75% of the costs will be reimbursed by the FAA.

Item #3: One responsive and responsible bid was received for the Austin Fueling System. L.A. Perks from Sparks, Nevada was the bidder and the amount was for $396,161.00 for the entire system (including the concrete secondary containment pad) or $344,936.00 without the concrete secondary containment pad. J-U-B reviewed the paperwork associated with the bid proposal and has found the contractor's paperwork to be in order. Therefore, as $ Xxxx are currently available in Lander County's budget, an additional $Yyyy would need to be allocated to award the project. How would the Commissioners like to proceed?

Item #4: Bids were opened June 2nd for the Rebid of the Battle Mountain Airfield Pavement Rehabilitation project. The low responsive and responsible bidder was Zzzzzzzz with a low bid of $ Wwwwwww. J-U-B reviewed the paperwork associated with the bid proposal and has found the contractor's paperwork to be in order. Therefore, we request the approval for Keith Westengard to submit the FAA Grant Application for Battle Mountain Airfield Pavement Rehabilitation project. The Grant Application does not obligate Lander County financially. It simply puts Lander County in a position to receive a Grant Offer from the FAA for the construction work. The FAA will fund approximately 93.75% of the costs for this project. Funds have already been set aside by the County in 2015 to cover the County's portion of this project.

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

Grant approval for Mr. Keith Westengard to:

1. Execute the $2,500 contract with CH2M to perform the IFE for the Austin Master Plan,
2. Submit the FAA Grant Application for the Austin Master Plan,
3. Award the Austin Fueling System contract to L.A. Perks,
    a. Allocate the additional funds necessary for the fueling system project,
4. Submit the FAA Grant Application for the Battle Mountain Pavement Rehab project.

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

AMOUNT: Item #1 – $ 156.25
Item #2 – $ 20,625.00 (after the FAA extends a Grant Offer)
Item #3 - $ Yy,yyy.yy (additional needs to be allocated)
Item #4 - 6.25% of Wwwww.ww (after the FAA extends a Grant Offer)

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES X NO __
WHEN? October & December of 2015, January & March 2016

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES __ NO X
(I will be available by phone/teleconference call.)

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

FOR REVIEW BY:

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

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

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

J. D. Hedges DATE: 5-31-16

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

LA Perks Bid

LANDER COUNTY
AUSTIN AIRPORT
AIRPORT FUELING SYSTEM
PWP # LA-2014-040

BID FORMS AND SUPPLEMENTS

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of **OWNER**.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
#1	4.22.2016
#2	5.11.2016

B. Bidder has had the opportunity to visit the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has had the opportunity to study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; and (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder.

F. Bidder does not consider that any further examination, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times in accordance with the terms and conditions of the Bidding Documents.

G. Bidder has given **ENGINEER** written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by **ENGINEER** is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

I. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of the execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
SP-1	Mobilization	LS	1	$ 3,500.00	$ 3,500.00
SP-2	Fueling System	LS	1	$ 392,661.00	$ 392,661.00
				Total of Base Bid Prices	$ 396,161.00

Deductive Alternate

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
SP-2A	Concrete Secondary Containment Pad	LS	1	$ 51,225.00	$ 51,225.00
				Total of Deductive Alternate Price	344,936.00

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Time.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of 5 percent;

B. List of Proposed Subcontractors;

C. Evidence of authority to do business in the state of the Project;

D. Contractor's License No.: 1255918 Evidence of Bidder's ability to obtain a State Contractor's License;

E. Current "price list" of spare parts (such as the fuel filters) that the Owner may need for the proper operation and maintenance of the fueling system. (Last page of packet.)

F. Proposed "maintenance agreement" whereby the manufacturer shall provide system maintenance on the system. The maintenance agreement shall provide a proposed price to supply all of the required parts, maintenance, labor, travel, and expenses to perform the necessary maintenance for the first year, plus each of the following two years individually. The Owner has the right to include or disclude one year, two years, or three years of the maintenance agreement as a part of this project.

ARTICLE 8 – LIST OF SUBCONTRACTORS

Each Bidder shall list below the name and business address of each Subcontract who will perform Work or render service under this Contract, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work, in excess of 0.5% of the total amount shown in the base Bid amount.

	Portion and % of Work	Subcontractor's Name and Address
1.	ELECTRICAL 12% APPROX	ENERGY ELECTRIC 755 E. GREG ST. SPARKS, NV. 89431
2.	CONCRETE 7% APPROX.	NV CONCRETE 3570 BARRON WAY RENO, NV. 89511
3.	EXCAVATION 4% APPROX	ELKO ASST. 197 ELKO SUMMIT DRIVE ELKO, NV. 89801

LANDER COUNTY
AUSTIN AIRPORT
AIRPORT FUELING SYSTEM
PWP # LA-2014-040

ARTICLE 9 – MAJOR MATERIAL SUPPLIERS INFORMATION

Each Bidder shall list below the name and business address of each major materials supplier who provides materials in excess of 0.5% of the total amount shown in the base Bid amount, and shall also list the significant item supplied for the Work.

	Portion of Work	Manufacturer / Supplier
1.	TANK	1. GARSITE / WABASH NATIONAL
2.		2.
3.		3.
4.		4
5.		5.

ARTICLE 10 – LIST OF SIMILAR PROJECTS

Each Bidder shall list below the type of the fueling facility, the name of the airport or facility that it was installed, and contact reference name and phone number at that facility that may be called to discuss the quality of the work of the contractor submitting the bid. All fueling systems must have been installed during the past 5 years. Facilities installed in the State of Nevada or the immediate region are preferred.

Type of Facility (size & type of tank)	Name of Airport or Facility (nearest city)	Contact Reference Name and Phone Number
1 SELF SERVE AVIATION	CARSON CITY AIRPORT	MICHAEL GOLDEN
(2) 12,000 GAL. AST's	CARSON CITY, NV.	(530) 582-1717
2 SELF SERVE AVIATION	FALLON AIRPORT	JIM SOUZA
(2)-12,000 GAL - AST.	FALLON, NV	(775) 423-~~3656~~ 5107
3 SELF SERVE - AST's	TRUCKEE AIRPORT	FRED STONER
(1)-12,000 GAL. AST's	TRUCKEE, CA.	(530) 587-~~0085~~ or 4540 4199
4 (1)-26,000 (1)-15,000	BATTLE MOUNTAIN AIR	ANNA PENOLA
PRIVATE FACILITY	BATTLE MTN NV.	(775) 635-2860
5 SELF SERVE AVIATION	SILVER SPRINGS AIRPORT	KAY BENNETT
(1)-15,000 GAL. AST.	SILVER SPRINGS, NV	(775) 577-2111 Message

Good firm
Nothing but
good things
to say.

LANDER COUNTY
AUSTIN AIRPORT
AIRPORT FUELING SYSTEM
PWP # LA-2014-040

ARTICLE 11 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: L.A. PERKS PLUMBING & HEATING INC. (SEAL)

State of Incorporation: NEVADA

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): KULEN L. PERKS

Title: TREASURER
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Nevada is ___/___/___.

LANDER COUNTY
AUSTIN AIRPORT
AIRPORT FUELING SYSTEM
PWP # LA-2014-040

Bidder's Business Address L.A. PERKS PETROLEUM SPECIALISTS, INC.
765 EAST GREG ST. #103
SPARKS, NV. 89431

Phone No. (775) 358-4403 Fax No. (775) 358-4411

E-mail KYLEN@PERKSPETROLEUM.COM

SUBMITTED on MAY 18TH, 2016.

State Contractor License No. 125591 A, B, C. *[If applicable]*

LANDER COUNTY
AUSTIN AIRPORT
AIRPORT FUELING SYSTEM
PWP # LA-2014-040

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural as applicable.

BIDDER *(Name and Address)*:
LA Perks Petroleum Specialists

SURETY *(Name and Address of Principal Place of Business)*:
SureTec Insurance Company
3033 5th Avenue Suite 300 San Diego, CA 92103

OWNER *(Name and Address)*:
Lander County, Nevada
50 State Route 305 South
Battle Mountain, Nevada 89820

BID
Bid Due Date: May 18, 2016
Description *(Project Name and Include Location)*:
Airport Fueling System

BOND
Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum Five Percent of said bid (Words) $ 5% of said bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
LA Perks Petroleum Specialists (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY
SureTec Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Christie Elliott
Print Name

Attorney In Fact
Title

Attest: _____
Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

POA #: 2810007

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Cynthia D. Bell, Christie Elliott, Bradley A. Pearce, Michelle McArdle

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million and 00/100 Dollars ($3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 05/18/2017 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

_____
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 16th day of May, 2016, A.D.

_____
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

ALL-PURPOSE ACKNOWLEDGEMENT

State of Nevada

County of Washoe

On May 16, 2016 before me, Alex Kieu (Notary)

Notary Public, personally appeared, Christie Elliott
Name(s) of Document Signer(s)

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary

ALEX KIEU
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 10-1860-2 - Expires April 13, 2018

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

L.A. PERKS PLUMBING & HEATING, INC.

Nevada Business Identification # NV19861000909

Expiration Date: January 31, 2017

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 15, 2016

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

PERKS-2 OP ID: CG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2016

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

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

PRODUCER A and H Insurance, Inc. PO Box 7340 Reno, NV 89510 Bradley A. Pearce	CONTACT NAME: Bradley A. Pearce PHONE (A/C, No, Ext): 775-284-7814 FAX (A/C, No): 775-829-2607 E-MAIL ADDRESS:
INSURED LA Perks Plumbing & Heating, Inc. dba LA Perks Petroleum Specialists 765 E Greg St, Ste 103 Sparks, NV 89431-7129	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Co — 22292 INSURER B : Everest Indemnity Ins Co — 10851 INSURER C : Security National Ins. Co. — 19879 INSURER D : Ins Company of the West — 27847 INSURER E : National Union Fire Ins — 19445 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR	X		EF4ML02354151	09/23/2015	09/23/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 2,000,000 $ 300,000 $ 5,000
	[X] Pollution/$2M			EF4ML02354151	09/23/2015	09/23/2016	PERSONAL & ADV INJURY	$ 2,000,000
	[X] Prof Liab/$2M			EF4ML02354151	09/23/2015	09/23/2016	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG Emp Ben.	$ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			SPP1111308	09/23/2015	09/23/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
E	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BE011414810	09/23/2015	09/23/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WNV169920717	01/01/2016	01/01/2017	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased Equipment			RH4A73031300	09/23/2015	09/23/2016	Leased DED	250,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

As respects: Airport Fueling System PWP #LA-2014-040 Lander County and J-U-B Engineers are included as an Additional Insured per attached CG 20 10 07 04.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Christi Ellish

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: EF4M102354-151

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

Southern Nevada Office
[illegible]
Henderson, Nevada [illegible]
[illegible]

STATE CONTRACTORS BOARD

Northern Nevada Office
[illegible]
Reno, Nevada [illegible]
[illegible]

The Nevada State Contractors Board certifies that

L A PERKS PETROLEUM SPECIALISTS

Licensed since September 29, 1986

License No. *0012559A*

is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

LEROY AUTHUR PERKS JR,President Qu

DENNIS LEE MCINTYRE,Secretary

KYLEN LEE PERKS,Treasurer Qualified In

C 1-PLUMBING & HEATING

LIMIT: Unlimited
EXPIRES: 09/30/2017

Chairman, Nevada State Contractors Board

STATE OF NEVADA · STATE CONTRACTORS BOARD ·

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

STATE CONTRACTORS BOARD

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

The Nevada State Contractors Board certifies that

L A PERKS PETROLEUM SPECIALISTS

Licensed since April 13, 2000

License No. *0012559B*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

LEROY ARTHUR PERKS JR, President Qu
DENNIS LEE MCINTYRE, Secretary
KYLEN LEE PERKS, Treasurer Qualified In

A15-SEWERS, DRAINS & PIPES;A16-PAVING STREETS,DRIVEWAYS & PARKING LOTS;A19-PIPELINE &CONDUITS;A22-UNCLASSIFIED;A22 IS DESIGNATED FOR TANK REMOVAL ONLY

LIMIT: $5,000,000
EXPIRES: 04/30/2017

Chairman, Nevada State Contractors Board

STATE OF NEVADA · STATE CONTRACTORS BOARD ·

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
9670 Gateway Drive, Suite 100
Reno, Nevada 89521
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

L A PERKS PETROLEUM SPECIALISTS

Licensed since April 13, 2000

License No. *0012559C*

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

LEROY ARTHUR PERKS JR,President Qu

DENNIS LEE MCINTYRE,Secretary

KYLEN LEE PERKS,Treasurer Qualified In

B2-RESIDENTIAL & SMALL COMMERCIAL,B4-SERVICE STATIONS

LIMIT: $5,000,000

EXPIRES: 04/30/2017

Chairman, Nevada State Contractors Board

STATE OF NEVADA · THE GREAT SEAL OF THE STATE OF NEVADA · STATE CONTRACTORS BOARD ·

(http://www.iccsafe.org/)

My Professional Information:

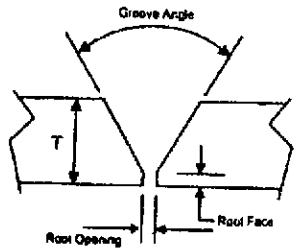
Last, First MI:	**Perks,Kylen L**
Certified under this name:	**Kylen L Perks**
City, State Zip:	**Sparks, NV 89431**
Certification Type(s):	**UST Installation/Retrofitting(expires 11/04/2017)**
	UST Decommissioning(expires 11/04/2017)
	UST Tank Tightness Testing(expires 12/28/2017)
	AST Installation/Retrofitting(expires 10/29/2016)
	California UST Service Technician (expires 11/10/2016)
	Vapor Recovery System Installation and Repair(expires 12/22/2016)

Gorsite, LLC
539 South 10th Street
Kansas City, Kansas 66105

Procedure Qualification Record (PQR)

PQR No.: G/010 Date: 6/28/2013 WPS No.: G/010
Welding Process(es) / Type(s): (1) GTAW / Manual (2) FCAW / Semiautomatic

Joint Design (QW-402)
Weld Type: Groove weld
Groove Type: Single-V groove
Backing: Open butt, no back weld
Root Opening: 3/32 in. Root Face: 0 in
Groove Angle: 45 °



SINGLE VEE GROOVE

Base Metals (QW-403)
Specification Type and Grade: SA-240, Type 304 to SA-240, Type 304
P-No. 8 Group No. 1 to P-No. 8 Group No. 1
Thickness (in.): 0.375

Preheat (QW-406)
Minimum Preheat Temperature: 67 °F
Preheat Maintenance: None
Maximum Interpass Temperature: 120 °F

Postweld Heat Treatment (QW-407)
Type: No PWHT performed
PWHT Temperature: None °F
PWHT Holding Time: None hr.

First Process: GTAW
Filler Metals (QW-404)
AWS Classification: ER308L
SFA Specification: 5.9 F-No.: 6
A-No. or Chemical Composition: 8
Filler Metal Product Form: Bare (Solid)
Consumable Insert: None
GTAW Flux: None
Weld Deposit 't' (in.): 0.125
Positions (QW-405)
Position of Joint: 2G - Horizontal
Weld Progression: N/A
Gas (QW-408)
Shielding: 100% Argon / 25 CFH
Backing: None / - CFH
Trailing: None / - CFH

Type: Manual
Electrical Characteristics (QW-409)
Current Type and Polarity: DCEN (straight)
Tungsten Type: EWTh-2 Size: 1/8"
Pulsed Current: None
Welding Details

Filler Metal Size (in.):	3/32		-
Amperage Used:	105		-
Voltage Used:	10.5		-
Travel Speed (in/min):	2.6		-

Max. Heat Input (J/in): N/R
Technique (QW-410)
Thermal Processes: No
Stringer or Weave Bead: Stringer bead
Nozzle / Gas Cup Size: 3/8"
Multiple / Single Pass (per side): Multipass

Second Process: FCAW
Filler Metals (QW-404)
AWS Classification: E308LT1-4
SFA Specification: 5.22 F-No.: 6
A-No. or Chemical Composition: 8
Filler Metal Product Form: Flux cored
Supplemental Filler Metal: None
Weld Deposit 't' (in.): 0.250
Pass Greater Than ½": No
Positions (QW-405)
Position of Joint: 2G - Horizontal
Weld Progression: N/A
Gas (QW-408)
Shielding: 75% Argon, 25% CO2 / 35 CFH
Backing: None / - CFH
Trailing: None / - CFH

Type: Semiautomatic
Electrical Characteristics (QW-409)
Current Type and Polarity: DCEP (reverse)
Transfer Mode: Globular arc
Welding Details

Filler Metal Size (in.):	0.045	-	-
Amperage Used:	182	-	-
Wire Feed Speed (in/min):	300	-	-
Voltage Used:	28.3	-	-
Travel Speed (in/min):	10.3	-	-

Max. Heat Input (J/in): N/R
Technique (QW-410)
Thermal Processes: No
Stringer or Weave Bead: Weave bead
Nozzle / Gas Cup Size: 1/2"
Contact Tube to Work Distance: Various
Multiple / Single Pass (per side): Multipass

Garsite, LLC

Procedure Qualification Record (PQR)

PQR No.: G/010

Tensile Test (QW-150)

Specimen No.	Width (in.)	Thickness (in.)	Area (in²)	Ultimate Total Load (lb)	Ultimate Unit Stress (PSI)	Failure Type and Location
T-1	0.732	0.376	0.275	28000	102000	Base metal
T-2	0.743	0.375	0.279	30000	108000	Base metal

Guided Bend Tests (QW-160)

Type and Figure No.	Result	Type and Figure No.	Result
QW-462.2 Side bend	Acceptable	QW-462.2 Side bend	Acceptable
QW-462.2 Side bend	Acceptable	QW-462.2 Side bend	Acceptable

Welder's Name: Anderson, Rich I.D.: RA Stamp No.: RA

Test conducted by: Acuren Inspection Inc Lab Test No.: 2013-651

We certify that the statements in this record are correct and that the test welds were prepared, welded, and tested in accordance with the requirements of Section IX of the ASME Code.

Prepared By: Barry Hamilton 7/8/2013 (Date) ACUREN AWS CWI #05081391

Accepted By: 7/8/13 (Date)

Barry Hamilton
CWI 05081391
QC1 PQP 8/1/2011

May 18, 2016

Project Address:
Austin Airport Installation Project
NV-722
Austin NV. 89310

Airport Fueling System
PWP# LA-2014-040

Engineer:
JUB Engineers, Inc.
250 South Beechwood Avenue, Suite 201
Boise, Idaho 83709
(208) 376-7330

Regarding: Statement of Conformance

According to the bidding contract documents and specifications provided by JUB Engineering and Lander County, for the construction of the Austin Airport Aviation Fuel Storage and dispensing system. L.A. Perks Petroleum Specialists, Inc. intends to provide and complete submittal package that will comply and conform to all of the plans and specifications within PWP# LA-2014-040. The construction of this aviation fuel system shall comply with all standards and regulations adopted by Lander County regarding the IBC, IFC, NFPA, and NEC – just to name a few. If for some reason the plan and specifications do not meet the requirements of the above listed standards, L.A. Perks Petroleum Specialists, Inc. shall provide all details in writing to JUB Engineering for review and instructions on how to proceed. So far in our review of this RFP, we have not come across any details that fall outside the standard's listed above.

If we are awarded the project, we will take a closer look into this RFP and make note of any items that we feel could cause an issue with the permitting of this project. If a discrepancy is found within the design, we will do our best to provide JUB Engineering with the proper details to identify the issue as well as multiple options to rectify the issue in a timely matter. We will be sure to explain in detail why the item or detail must be changed, upgraded or removed according to our experience, industry standard or code

requirements. We will do our best to provide Lander County and JUB Engineering with a system that meets all standards of the petroleum industry as well as all state and federal requirements.

Sincerely,

Kyleh Perks
Treasurer / Project Manager

May 18, 2016

Project Address:
Austin Airport Installation Project
NV-722
Austin NV. 89310

Airport Fueling System
PWP# LA-2014-040

Engineer:
JUB Engineers, Inc.
250 South Beechwood Avenue, Suite 201
Boise, Idaho 83709
(208) 376-7330

Key Personal Experience:

Design-Build – Owner / Operator:
Kylen Perks – Project Manager / Treasurer / Qualified Employee
1995 – Present

State of Nevada Contractors Licenses:
- 12559A
- 12559B
- 12559C

State of California Contractor Licenses:
- 678948A
- 678948C
- 678948HAZ

State of Idaho Contractor Licenses:
- RCE-39776

Education:

Nevada License 12559A Classification C1, Unlimited - Nevada License 12559B Classifications A15, 16, 19, 22 limit $5,000,000
Nevada License 12559C Classification B2, 4 limit $5,000,000 - California License 678948 Classifications A, C-36, HAZ
Idaho License RCE-39776 - Nevada Underground Handlers License 1018, 2274 and 2296

International Code Council Licenses:

- #5252502 UST Installations / Retrofitting – (National Cert)
- #5252502 UST Decommissioning – (National Cert)
- #5252502 AST Installations / Retrofitting – (National Cert.)
- #5252502 UST Tightness Testing – (National Cert)
- #5252502 California UST Service Technician
- #5252502 California Vapor Recovery System Installation and Repairs

Nevada Department of Environmental Protection:

- #2296 State of Nevada Tank Handler License

State of Nevada Board for the Regulation of Liquefied Petroleum Gas:

- COC #915

University of Texas at Austin Petroleum Extension Service:

- LNG: Basics of Liquefied Natural Gas

National Propane Gas Association:

- 1.0 – Basic Principles and Practices of Propane Operations
- 3.0 – Basic Propane Industrial Plant Operations

Experience:

- 20 years in Petroleum Industry with AST and UST Installations, Retrofits and Decommissioning
- Complete ground up design building Estimation and Project Management
- Certified 2015 AutoCAD designer / operator - Ideate
- Certified Journeyman Pipefitter with Local 350 Plumbers & Pipefitters Union
- 20 years of experience in complete design build installations and retrofits of automated fuel controls between UST's/AST's. From Standard gas stations, all types Aviation Fuel Storage and Dispensing systems to complete ground up fuel refineries and bulk storage facilities.
- 20 years of experience in the complete design build of multiple types of lube system retrofits and ground up new system installations both UST's and AST's. From small lube transfer systems to bulk loading and offloading facilities.
- 20 years experience in fuel system controls and monitoring equipment. From Fuel System Monitoring to complete Fuel System Managements and Card Lock Systems.
- 12 years experience in UST and AST Tank Cleaning both Hydro Pressure washing to complete confirmed space manned entry tanks cleaning. This also includes complete fuel filtration of most petroleum products ranging from standard gasoline, diesel and biodiesel, to AV Gas 100LL and Jet A fuels.

May 18, 2016

Project Address:
Austin Airport Installation Project
NV-722
Austin NV. 89310

Airport Fueling System
PWP# LA-2014-040

Engineer:
JUB Engineers, Inc.
250 South Beechwood Avenue, Suite 201
Boise, Idaho 83709
(208) 376-7330

L.A. Perks Petroleum - Company History and Team Experience:
L.A. Perks is a Petroleum industry Specialist and third generation family owned and operated business committed to safety and having a highly trained, skilled and certified workforce.

Humble Beginnings to Industry Leader

LeRoy (Roy) A. Perks Sr. began his plumbing/mechanical career at his Brother-in-law's (Paul Keife) plumbing business. In 1974, Roy started his own business, L.A. Perks Plumbing, and in 1975 hired his first employee, LeRoy (Lee) A. Perks Jr Perks' was rapidly developing a "can do" "will do" reputation within the industry It was not long before Allied Petroleum approached them to assist with their 1986 expansion and with that, Perks petroleum side of the business was born.

The success of the Allied Petroleum project garnered the attention of several other major oil companies which secured additional projects. The Allied project combined with the 25-gas station build contract with Southland Corporation/7 Eleven secured L.A. Perks' Plumbing position as a major petroleum contractor.

L.A. Perks Plumbing takes the lead with Certified Service Technicians

Between the Clean Water Act 1998, Air Quality requirements, new electric equipment being used at gasoline stations and other fuel tank locations, petroleum upgrade demands and service needs accelerated and Perks rose to the challenge by adding Certified Service Technicians to their business mix. Tom Delano spearheaded this part of the business and made Perks an Authorized Service supplier with eight certified extremely qualified technicians.

Our Focus and Expertise – "Petroleum Specialists"

As the company began to specialize strictly in mechanical and fuel related work our company name was changed to reflect our expertise and focus. In 2009 we became L. A. Perks Petroleum Specialist, Incorporated. Due to high demand for our services, a second location was opened in Elko, NV to service the north Eastern part of Nevada and the ever expanding mining operations.

Three Generations Strong – the commitment continues

From humble beginnings to major player within the petroleum industry, Roy has always been committed to meeting the needs of his customers and demands from various regulations; each generation continues with those same commitments. Roy's next generation, his first grandson Nathan Heckman, began working for the company in 1993 followed by Kylen Perks in 1997, and Keith Perks joined the group in 2001; over 90 years of family experience and commitment to its customers.

L.A. Perks – Construction Team:

Even though this Aviation petroleum project is a plan and spec project, we still work together as a team to analyze the project and make necessary recommendations as needed to facilitate the outcome of this project. At L.A. Perks Petroleum Specialists, Inc. you will be working directly with key personnel that have the experience and knowledge to handle this project from start to finish. The construction professionals on our team have been hand-picked and molded to handle almost any type of Aviation petroleum project. L.A. Perks Petroleum Specialist's, Inc. has invested years developing our team's abilities in constructing all different types of Aviation fuel storage and dispensing systems in both Nevada and California. All of the systems that we have built over the years are still in operation today, including our most recent installation that was completed in 2015 at the Battle Mountain Airport for Lander County. We have worked very hard to keep our team on the cutting edge of petroleum industry, technology and current codes and regulations.

Permitting and Project Layout:

L.A. Perks Petroleum will work hard to lay the ground work out in front of Lander County and JUB Engineering prior to moving forward with the submittal to the Building Department. We will take the details that provided within the RFP and get it front of the design/construction team to assemble a comprehensive permit package that spells out exactly what the finished product will be and what steps will be taken all the way to completion. We will get this package placed in front of the Building Department and work closely with them to provide the necessary items to obtain the required approvals to begin construction.

Construction Phase:

L.A. Perks Construction and Contractor Coordination:

Now in a project there are many variables that come into play during the construction phase. The most important variable in the construction phase is safety. At L.A. Perks we take our safety very serious! Each day our design build construction team will review the events that must take place during the course of the day, the level of safety we must maintain as well as the outcome we plan to achieve we day. We will give you 110% of our construction team's abilities to keep your project on schedule and moving forward safely and efficiently. We want Lander County to be noticed for hiring a safe, reliable and professional construction team!!

Full Build Closeout:

Project Closeout, Photo Gallery, and Equipment Commissioning:

L.A. Perks Petroleum strives to ensure that each portion of your construction project is properly discussed and laid out in front of the county before the work is performed. We have built our company around strong ethics and remaining completely transparent during the course of the construction project. We will provide a work environment that will allow everyone to see exactly what is going on within this project as well as the expected milestones and completion dates laid out in the RFP. Upon the completion of the project L.A. Perks' construction team will compile your documents, create a photo gallery of your project as well as provide you with your copy of the Owner's and Operator's manual. We will ensure that Lander County is properly trained on all functions of the new Aviation Fuel System as well as the details needed to keep the system properly maintained. L.A. Perks Petroleum will include all items called out within the RFP as well as the additional items needed for routine maintenance.

I hope we have provided you with the proper information listed above to give you a glimpse into the inner workings of L.A. Perks Petroleum as well as an idea of the level of professional we bring to this project. We hope that you will give L.A. Perks Petroleum the opportunity to work for Lander County again to construct another aboveground aviation fuel storage and dispensing system. Thank you for your time and we look forward to hearing back from you after the bid opening.

Have a great day!!

Sincerely,

Kylen Perks
Treasurer / Project Manager

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to approve/disapprove the bid received from Maxwell Asphalt for the Battle Mountain Airfield Pavement Rehabilitation project in the amount of $777,059.05 and to authorize Keith Westengard, Lander County Executive Director to submit the FAA Grant Application for the Battle Mountain Airfield Pavement Rehabilitation project and authorize the chair to sign, and all other matters properly related thereto.Discussion for possible action to approve/disapprove the lease agreement between Lander County and the Austin Roping Club, and all other matters properly related thereto.

Public comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: June 9, 2016

NAME: J. D. Heithoff REPRESENTING: J-U-B Engineers

ADDRESS: 250 S. Beechwood Ave, Boise, Idaho, 83709

PHONE (H)_____ (W): (208) 376-7330 (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: Work

WHO WILL BE ATTENDING THE MEETING: J.D. is available by phone JOB TITLE: Senior Airport Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: _____

Item #1: The FAA is requiring that an "Independent Fee Estimate" (IFE) be performed on the upcoming Austin Master Plan project. An Independent Fee Estimate is a review of the Scope of Work of an airport consulting firm (in this case J-U-B Engineers) by a neutral 3rd party airport engineering firm. The 3rd party firm estimates the hours and fees that would be reasonable to charge for the scope of work. This provides the FAA and the Owner with a "checks and balances" system to verify that fees and contracts are reasonable.

Keith Westengard obtained a proposal from CH2M to provide the IFE services for $2,500 for this project. As the IFE needs to be submitted prior to receiving the grant from the FAA, it is requested that this contract be approved. 93.75% of the costs will be reimbursed by the FAA.

Item #2: Provide approval for Keith Westengard to submit the FAA Grant Application for the Austin Master Plan. The Grant Application does not obligate Lander County financially. It simply puts Lander County in a position to receive a Grant Offer from the FAA for the planning and engineering work for the Master Plan. The Master Plan is currently estimated to cost approximately $330,000. 93.75% of the costs will be reimbursed by the FAA.

Item #3: One responsive and responsible bid was received for the Austin Fueling System. L.A. Perks from Sparks, Nevada was the bidder and the amount was for $396,161.00 for the entire system (including the concrete secondary containment pad) or $344,936.00 without the concrete secondary containment pad. J-U-B reviewed the paperwork associated with the bid proposal and has found the contractor's paperwork to be in order. Therefore, as $ Xxxx are currently available in Lander County's budget, an additional $Yyyy would need to be allocated to award the project. How would the Commissioners like to proceed?

Item #4: Bids were opened June 2nd for the Rebid of the Battle Mountain Airfield Pavement Rehabilitation project. The low responsive and responsible bidder was Zzzzzzzz with a low bid of $ Wwwwwww. J-U-B reviewed the paperwork associated with the bid proposal and has found the contractor's paperwork to be in order. Therefore, we request the approval for Keith Westengard to submit the FAA Grant Application for Battle Mountain Airfield Pavement Rehabilitation project. The Grant Application does not obligate Lander County financially. It simply puts Lander County in a position to receive a Grant Offer from the FAA for the construction work. The FAA will fund approximately 93.75% of the costs for this project. Funds have already been set aside by the County in 2015 to cover the County's portion of this project.

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

Grant approval for Mr. Keith Westengard to:

1. Execute the $2,500 contract with CH2M to perform the IFE for the Austin Master Plan,
2. Submit the FAA Grant Application for the Austin Master Plan,
3. Award the Austin Fueling System contract to L.A. Perks,
    a. Allocate the additional funds necessary for the fueling system project,
4. Submit the FAA Grant Application for the Battle Mountain Pavement Rehab project.

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

AMOUNT: Item #1 – $ 156.25
Item #2 – $ 20,625.00 (after the FAA extends a Grant Offer)
Item #3 - $ Yy,yyy.yy (additional needs to be allocated)
Item #4 - 6.25% of Wwwww.ww (after the FAA extends a Grant Offer)

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

WHEN? October & December of 2015, January & March 2016

WILL YOU BE PRESENTING WRITTEN INFORMATION AT THE MEETING? YES NO X
(I will be available by phone/teleconference call.)

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

FOR REVIEW BY:

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

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

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

J. D. Hill

DATE: 5-31-16

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

Bidding information from the Battle Mtn Pavement Reheb project to be included after the opening Thursday afternoon.

JO
5-31-16

Keith Westengard

From: J.D. Heithoff <jheithoff@jub.com>
Sent: Friday, June 3, 2016 10:04 AM
To: KWestengard@LanderCountyNv.org
Cc: Holly.L.Dixon@faa.gov; Michael Stutz
Subject: Battle Mountain Bid Summary
Attachments: Bid Summary 6-2-2016.pdf; Bid Checklist 6-2-2016.pdf

Keith & Holly –

- I completed reviewing the 3 bids received for the Battle Mountain Airfield Pavement Rehabilitation project..... and I must say that I am **very** pleased!
- All of the bidders submitted all of the paperwork, and all of it appears to be correct.
- The low responsive and responsible bidder is Maxwell Asphalt of Salt Lake City, Utah.
    - The low bid total was for $ 777,059.05.
- All of the bidders either had a proper current license which covered all of their work operations or they had a subcontractor listed that is licensed to perform the activities sub-contracted.

I will update the Grant Application on Monday with the revised numbers (if Holly would like me to do that) and I will send the formal letters early next week asking for concurrence to award the project to the apparent low bidder based upon the execution of an FAA Grant.

Is there anything else you will need Holly? (By the way, I hope your vacation was relaxing and enjoyable!)

j.d.

J. D. HEITHOFF, P.E., C.M.
Senior Airport Engineer

J-U-B ENGINEERS, Inc.
250 South Beechwood Ave, Suite 201, Boise, ID 83709
e JDH@jub.com *w* www.jub.com
p 208-376-7330 *c* 208-473-8397 *f* 208-323-9336

This e-mail and any attachments involving J-U-B or a subsidiary business may contain information that is confidential and/or proprietary. Prior to use, you agree to the provisions found at edocs.jub.com. If you believe you received this email in error, please reply to that effect and then delete all copies.

Bid Results

Project: Airfield Pavement Rehabilitation - Rebid
Location: Battle Mountain Airport
Client: Lander County, Nevada
Date: June 2, 2016

Low Bid #	Contractor	Total Bid
1	Maxwell Asphalt	$777,059.05
2	CR Contracting	$837,322.19
3	Engineer's Estimate	$890,132.81
4	Sierra Nevada	$994,007.00

Bid Opening Checklist

Project: Airfield Pavement Rehabilitation - Rebid
Location: Battle Mountain Airport
Client: Lander County, Nevada
Date: June 2, 2016

Item	Description	CR Contracting	Maxwell Asphalt	Sierra Nevada
1	Addendum No 1 (Y/N)	Y	Y	Y
2	Bid Proposal TOTAL Amount (Enter TOTAL $)	$837,322.19	$777,059.05	$994,007.00
3	Bid Schedule with Unit Prices (Y/N)	Y	Y	Y
4	Non-Collusion Declaration (Y/N)	Y	Y	Y
5	Bid Bond or Certified Check for 5% of Bid (Y/N)	Y	Y	Y
6	Bidder's Pre-Qualification Form (Y/N)	Y	Y	Y
7	DBE Participation or Letter of Intent (0% Req'd)	Y	Y	Y - 34%
8	Sub-contractor's List (Y/N)	Y - paving & grading	Y - striping	Y - crack fill type 123, & striping
9	Buy American Certification (Y/N)	Y	Y	Y
10	Restrictions on Federal Public Works (Y/N)	Y	Y	Y
11	Nevada License #	# 0080109	# 0075183	# 0025565
12	Nevada Licensing Monetary Cap	$1,500,000.00	$3,000,000.00	Unlimited
13	Nevada License Type (per NSBOC)	A-8	A-8 & A-16	A-General
14	Registered Plan-Holder (see list) (Y/N)	Y	Y	Y

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to ratify the Offer of Employment to Kimberly Schacht for the EMS South Coordinator or to explore other options, and all other matters properly related thereto.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the operations, management and inventory of the Battle Mountain Civic Center, and all other matters properly related thereto.

Public comment.

Background:
Attached

Recommended Action:

BATTLE MOUNTAIN CIVIC CENTER LEASE AGREEMENT

This Agreement is entered into by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the LANDER COUNTY CONVENTION AND TOURISM AUTHORITY, hereinafter referred to as "LCCTA."

RECITALS

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

WHEREAS, the Battle Mountain Civic Center has been constructed and expanded by funds from both Lander County and the Fair & Recreation Board; and

WHEREAS, the LCCTA has indicated a willingness to accept the control, promotion, use and responsibility of the Battle Mountain Civic Center; and

WHEREAS, the Lander County is willing to allow the LCCTA to oversee the control, promotion, use and responsibility of the Battle Mountain Civic Center so as to more fully utilize the facility; and

NOW THEREFORE BE IT RESOLVED, that Lander County and the Fair & Recreation Board hereby jointly agree to the following terms and conditions pertaining to the control, promotion, use and responsibility for the Battle Mountain Civic Center:

TERMS AND CONDITIONS

1. *Term.* This Agreement shall remain in **effect from approval to June 30, 2021**. This term shall be subject to earlier termination as hereinafter provided. Either party may exercise an option to renew this agreement not less than six (6) months prior to the expiration of this agreement for the same period of time upon ninety (90) days advance written notice unless, within thirty (30) days of receipt of the letter of intent to renew, the other party rejects such renewal in writing.

2. *Effective Date.* This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of the parties.

3. *General Terms.* The LCCTA shall have the exclusive right, as well as the related responsibilities for, the control, promotion, and use of the Battle Mountain Civic

10. *Choice of Forum.* This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.

11. *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.

12. *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.

13. *Integration.* This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

14. *Amendment.* Both parties acknowledge and agree that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

15. *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.

16. *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.

17. *Construction.* This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

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

19. *Proper Authority.* The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this

Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

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

DATED this ____ day of _____ 2016.

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Sean Bakker, Chair

Attest:

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

Approved as to Form and Legality:

_____
Theodore C. Herrera
Lander County District Attorney

LANDER COUNTY CONVENTION & TOURISM AUTHORITY

By: _____

Printed Name: _____

Office/Capacity: _____

BATTLE MOUNTAIN CIVIC CENTER AGREEMENT

This Agreement is entered into by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the FAIR & RECREATION BOARD OF LANDER COUNTY, hereinafter referred to as "Fair & Recreation Board."

RECITALS

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

WHEREAS, the Battle Mountain Civic Center has been constructed and expanded by funds from both Lander County and the Fair & Recreation Board; and

WHEREAS, the Fair & Recreation Board has indicated a willingness to accept the control, promotion, use and responsibility of the Battle Mountain Civic Center; and

WHEREAS, the Lander County is willing to allow the Fair & Recreation Board to oversee the control, promotion, use and responsibility of the Battle Mountain Civic Center so as to more fully utilize the facility; and

NOW THEREFORE BE IT RESOLVED, that Lander County and the Fair & Recreation Board hereby jointly agree to the following terms and conditions pertaining to the control, promotion, use and responsibility for the Battle Mountain Civic Center:

TERMS AND CONDITIONS

1. *Term.* This Agreement shall remain in **effect from approval to June 30, 2014**. This term shall be subject to earlier termination as hereinafter provided. Either party may exercise an option to renew this agreement not less than six (6) months prior to the expiration of this agreement for the same period of time upon ninety (90) days advance written notice unless, within thirty (30) days of receipt of the letter of intent to renew, the other party rejects such renewal in writing.

2. *Effective Date.* This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of the parties.

3. *General Terms.* The Fair & Recreation Board shall have the exclusive right, as well as the related responsibilities for, the control, promotion, and use of the Battle Mountain Civic

Center, including access thereto, except as to the portions currently utilized by the Lander County Library and the Battle Mountain Chamber of Commerce. These rights and responsibilities are more specifically set forth below.

a. The Fair & Recreation Board shall be responsible for the scheduling of events regarding the Battle Mountain Civic Center. The Fair & Recreation Board agrees to follow the general principal of first come, first served in the scheduling of events at the Battle Mountain Civic Center. The Fair & Recreation Board further agrees to honor all scheduled events that are currently scheduled regarding the Battle Mountain Civic Center.

b. The Fair & Recreation Board shall be entitled to determine the charges and deposits required for the use of the Battle Mountain Civic Center. The Fair & Recreation Board shall be entitled to retain all amounts paid for such charges and deposits to help defray the costs of the promoting and paying for certain expenses of the Battle Mountain Civic Center. For purposes of determining whether or not an organization is entitled to charges as a non-profit organization, the Fair & Recreation Board will utilize the criteria of the Department of Treasury in defining whether such purported non-profit organization is entitled to such status and whether the organization has been accepted as a non-profit organization by the Department of Treasury. The Fair & Recreation Board will require any individual or organization utilizing the premises of the Civic Center to provide event insurance if any form of alcoholic beverage is to be served. The Fair & Recreation Board will require all individuals and organization to obtain all appropriate permits and licenses prior to the actual utilization of the Battle Mountain Civic Center.

What does the county Require? Amount

c. The Fair & Recreation Board will be responsible for the payment of telephone charges, office supplies, advertising and promotion, salary and all other expenses associated therewith for the staff of the Battle Mountain Civic Center, and any expenses for staff pertaining to travel or training.

d. The Responsibility for insurance, utilities, with the exception of telephone charges, capital improvements, minor upkeep, and cleaning and maintenance of the exterior of the grounds of the Battle Mountain Civic Center shall remain with Lander County. Lander County agrees to direct any agents currently performing cleaning of the Battle Mountain Civic Center on the behalf of the County to follow the direction of the staff of the Fair & Recreation Board.

e. The Fair & Recreation Board shall be entitled to utilize the office equipment which is currently present in the Battle Mountain Civic Center. Such equipment will remain in the Battle Mountain Civic Center through the duration of time for which the Fair & Recreation Board has control of the premises and shall remain there at

the end of time during which the Fair & Recreation Board has control over the premises, and that such equipment is determined by the Public Works Director to be needed by an employer or office under the auspices of the Public Works Director.

f. The Fair & Recreation Board agrees to have staff either on call, or present during all events that are scheduled for the Battle Mountain Civic Center.

g. The Fair & Recreation Board may execute contracts for services and goods, including equipment, for the Battle Mountain Civic Center.

h. The Fair & Recreation Board may commence civil action under any contracts or leases entered into by the Fair & Recreation Board pertaining to the Battle Mountain Civic Center.

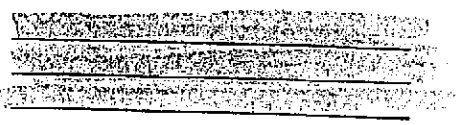
4. *Termination.* Either party may terminate this Agreement at any time, with or without cause, by providing 30 days prior written notice of termination to the other party.

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

Lander County:

Lander County Board of Commissioners
825 North Second Street
Battle Mountain, NV 89820

Fair & Recreation Board:



6. *Waiver.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver or, or consent to, any subsequent breach of this Agreement.

7. *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.

8. *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.

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

10. *Choice of Forum.* 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.

11. *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.

12. *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.

13. *Integration.* This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

14. *Amendment.* Both parties acknowledge and agree that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both the parties.

15. *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.

16. *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.

17. *Construction.* This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction

that a document is to be construed against the drafting party shall not apply.

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

19. *Proper Authority.* The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

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

DATED this 12th day of May 2011.

COUNTY

BOARD OF COMMISSIONERS OF LANDER COUNTY

By: _____
STEVEN STIENMETZ, Chair

Attest:

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

FAIR & RECREATION BOARD OF LANDER COUNTY

By: _____

Printed Name: _____

Office/Capacity: _____

BATTLE MOUNTAIN CIVIC CENTER LEASE AGREEMENT

This Agreement is entered into by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the LANDER COUNTY CONVENTION AND TOURISM AUTHORITY, hereinafter referred to as "LCCTA."

RECITALS

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

WHEREAS, the Battle Mountain Civic Center has been constructed and expanded by funds from both Lander County and the Fair & Recreation Board; and

WHEREAS, the LCCTA has indicated a willingness to accept the control, promotion, use and responsibility of the Battle Mountain Civic Center; and

WHEREAS, the Lander County is willing to allow the LCCTA to oversee the control, promotion, use and responsibility of the Battle Mountain Civic Center so as to more fully utilize the facility; and

NOW THEREFORE BE IT RESOLVED, that Lander County and the Fair & Recreation Board hereby jointly agree to the following terms and conditions pertaining to the control, promotion, use and responsibility for the Battle Mountain Civic Center:

TERMS AND CONDITIONS

1. *Term.* This Agreement shall remain in **effect from approval to June 30, 2021**. This term shall be subject to earlier termination as hereinafter provided. Either party may exercise an option to renew this agreement not less than six (6) months prior to the expiration of this agreement for the same period of time upon ninety (90) days advance written notice unless, within thirty (30) days of receipt of the letter of intent to renew, the other party rejects such renewal in writing.

2. *Effective Date.* This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of the parties.

3. *General Terms.* The LCCTA shall have the exclusive right, as well as the related responsibilities for, the control, promotion, and use of the Battle Mountain Civic

Center, including access thereto, except as to the portions currently utilized by the Lander County Library and the Battle Mountain Chamber of Commerce. These rights and responsibilities are more specifically set forth below.

a. The LCCTA shall be responsible for the scheduling of events regarding the Battle Mountain Civic Center. The LCCTA agrees to follow the general principal of first come, first served in the scheduling of events at the Battle Mountain Civic Center.

b. The LCCTA shall be entitled to determine the charges and deposits required for the use of the Battle Mountain Civic Center. The LCCTA shall be entitled to retain all amounts paid for such charges and deposits to help defray the costs of the promoting and paying for certain expenses of the Battle Mountain Civic Center. For purposes of determining whether or not an organization is entitled to charges as a non-profit organization, the LCCTA will utilize the criteria of the Department of Treasury in defining whether such purported non-profit organization is entitled to such status and whether the organization has been accepted as a non-profit organization by the Department of Treasury. The LCCTA will require any individual or organization utilizing the premises of the Civic Center to provide event insurance if any form of alcoholic beverage is to be served. The LCCTA will require all individuals and organizations to obtain all appropriate permits and licenses prior to the actual utilization of the Battle Mountain Civic Center.

c. The LCCTA will be responsible for the payment of capital improvements, minor upkeep, cleaning and maintenance of the exterior, telephone charges, office supplies, cleaning, advertising and promotion, salary and all other expenses associated therewith for the staff of the Battle Mountain Civic Center, and any expenses for staff pertaining to travel or training.

d. The responsibility for insurance and utilities shall remain with Lander County.

e. The LCCTA shall be entitled to utilize the office equipment which is currently present in the Battle Mountain Civic Center. Such equipment will remain in the Battle Mountain Civic Center through the duration of time for which the LCCTA has control of the premises and shall remain there at the end of time during which the LCCTA has control over the premises, and that such equipment is determined by the Public Works Director to be needed by an employer or office under the auspices of the Public Works Director.

   Any equipment left in the building or that is physically attached to the Battle Mountain Civic Center, will become property of Lander County.

f. The LCCTA agrees to have staff present during all events that are scheduled for the Battle Mountain Civic Center.

g. The LCCTA may execute contracts for services and goods, including equipment, for the Battle Mountain Civic Center.

h. The LCCTA may commence civil action under any contracts or leases entered into by the LCCTA pertaining to the Battle Mountain Civic Center.

4. *Termination.* Either party may terminate this Agreement at any time, with or without cause, by providing 30 days prior written notice of termination to the other party. The parties may also agree in writing to terminate this Agreement at any time.

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

Lander County:	LCCTA:
Lander County Board of Commissioners 50 State Route 305 Battle Mountain, NV 89820	Lander County Convention & Tourism 625 S. Broad Street Battle Mountain, NV 89820

6. *Waiver.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

7. *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.

8. *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.

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

10. *Choice of Forum.* This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.

11. *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.

12. *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.

13. *Integration.* This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

14. *Amendment.* Both parties acknowledge and agree that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

15. *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.

16. *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.

17. *Construction.* This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

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

19. *Proper Authority.* The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this

Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

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

DATED this ____ day of _____ 2016.

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Sean Bakker, Chair

Attest:

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

Approved as to Form and Legality:

_____
Theodore C. Herrera
Lander County District Attorney

LANDER COUNTY CONVENTION & TOURISM AUTHORITY

By: _____

Printed Name: _____

Office/Capacity: _____

BATTLE MOUNTAIN CIVIC CENTER LEASE AGREEMENT

This Agreement is entered into by and between LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "Lander County," and the LANDER COUNTY CONVENTION AND TOURISM AUTHORITY, hereinafter referred to as "LCCTA."

RECITALS

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

WHEREAS, the Battle Mountain Civic Center has been constructed and expanded by funds from both Lander County and the Fair & Recreation Board; and

WHEREAS, the LCCTA has indicated a willingness to accept the control, promotion, use and responsibility of the Battle Mountain Civic Center; and

WHEREAS, the Lander County is willing to allow the LCCTA to oversee the control, promotion, use and responsibility of the Battle Mountain Civic Center so as to more fully utilize the facility; and

NOW THEREFORE BE IT RESOLVED, that Lander County and the Fair & Recreation Board hereby jointly agree to the following terms and conditions pertaining to the control, promotion, use and responsibility for the Battle Mountain Civic Center:

TERMS AND CONDITIONS

1. *Term.* This Agreement shall remain in **effect from approval to June 30, 2021**. This term shall be subject to earlier termination as hereinafter provided. Either party may exercise an option to renew this agreement not less than six (6) months prior to the expiration of this agreement for the same period of time upon ninety (90) days advance written notice unless, within thirty (30) days of receipt of the letter of intent to renew, the other party rejects such renewal in writing.

2. *Effective Date.* This Agreement shall not become effective until and unless approved by appropriate official action of the governing body/official of the parties.

3. *General Terms.* The LCCTA shall have the exclusive right, as well as the related responsibilities for, the control, promotion, and use of the Battle Mountain Civic

Center, including access thereto, except as to the portions currently utilized by the Lander County Library and the Battle Mountain Chamber of Commerce. These rights and responsibilities are more specifically set forth below.

a. The LCCTA shall be responsible for the scheduling of events regarding the Battle Mountain Civic Center. The LCCTA agrees to follow the general principal of first come, first served in the scheduling of events at the Battle Mountain Civic Center.

b. The LCCTA shall be entitled to determine the charges and deposits required for the use of the Battle Mountain Civic Center. The LCCTA shall be entitled to retain all amounts paid for such charges and deposits to help defray the costs of the promoting and paying for certain expenses of the Battle Mountain Civic Center. For purposes of determining whether or not an organization is entitled to charges as a non-profit organization, the LCCTA will utilize the criteria of the Department of Treasury in defining whether such purported non-profit organization is entitled to such status and whether the organization has been accepted as a non-profit organization by the Department of Treasury. The LCCTA will require any individual or organization utilizing the premises of the Civic Center to provide event insurance if any form of alcoholic beverage is to be served. The LCCTA will require all individuals and organizations to obtain all appropriate permits and licenses prior to the actual utilization of the Battle Mountain Civic Center.

c. The LCCTA will be responsible for the payment of capital improvements, minor upkeep, cleaning and maintenance of the exterior, telephone charges, office supplies, cleaning, advertising and promotion, salary and all other expenses associated therewith for the staff of the Battle Mountain Civic Center, and any expenses for staff pertaining to travel or training.

d. The responsibility for insurance and utilities shall remain with Lander County.

e. The LCCTA shall be entitled to utilize the office equipment which is currently present in the Battle Mountain Civic Center. Such equipment will remain in the Battle Mountain Civic Center through the duration of time for which the LCCTA has control of the premises and shall remain there at the end of time during which the LCCTA has control over the premises, and that such equipment is determined by the Public Works Director to be needed by an employer or office under the auspices of the Public Works Director.

   Any equipment left in the building or that is physically attached to the Battle Mountain Civic Center, will become property of Lander County.

f. The LCCTA agrees to have staff present during all events that are scheduled for the Battle Mountain Civic Center.

g. The LCCTA may execute contracts for services and goods, including equipment, for the Battle Mountain Civic Center.

h. The LCCTA may commence civil action under any contracts or leases entered into by the LCCTA pertaining to the Battle Mountain Civic Center.

4. *Termination.* Either party may terminate this Agreement at any time, with or without cause, by providing 30 days prior written notice of termination to the other party. The parties may also agree in writing to terminate this Agreement at any time.

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

Lander County:	LCCTA:
Lander County Board of Commissioners 50 State Route 305 Battle Mountain, NV 89820	Lander County Convention & Tourism 625 S. Broad Street Battle Mountain, NV 89820

6. *Waiver.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

7. *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.

8. *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.

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

10. *Choice of Forum.* This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Eleventh Judicial District Court in and for the County of Lander.

11. *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.

12. *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.

13. *Integration.* This Agreement shall constitute the entire agreement between the parties; all prior agreements between the parties, whether written or oral, are merged into this Agreement and shall be of no force or effect.

14. *Amendment.* Both parties acknowledge and agree that no amendment or modification of this Agreement shall be valid or binding unless expressed in writing and executed by both of the parties.

15. *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.

16. *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.

17. *Construction.* This Agreement shall be construed without to the identity of the party who drafted various provisions of the Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not apply.

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

19. *Proper Authority.* The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this

Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.

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

DATED this _____ day of _____ 2016.

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
Sean Bakker, Chair

Attest:

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

Approved as to Form and Legality:

_____
Theodore C. Herrera
Lander County District Attorney

LANDER COUNTY CONVENTION & TOURISM AUTHORITY

By: _____

Printed Name: _____

Office/Capacity: _____

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding issuance of an off-site liquor license to Raymond P. Etcheverry for Lander Hardware located at 404 East Front Street, Battle Mountain, NV 89820, and all other matters properly related thereto.

Public comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 06/05/2016

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

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

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

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

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

JOB TITLE: _____

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA:
Liquor License Approval

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

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

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

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

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

FOR REVIEW BY:

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

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

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

Signature Field R Unger DATE: 05/27/2016

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

Lander County Sheriff's Office
Liquor / Gaming License Application

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: MAY-25-2016

Name: ETCHEVERRY (Last) Raymond (First) PASCAL (Middle) Social Security #: 530-30-6740

Nickname/Maiden/Other: Height: 600 Weight: 235

Street Address: 816 GOLD CREEK (Number & Street) BATTLE MTN. (City) NV (State) 89820 (Zip) Hair: BLN Eyes: GRN

Mailing Address: 816 GOLD CREEK (Street/RFD/Box) BATTLE MTN (City) NV (State) 89820 (Zip) Gender: M Race: W

Home Telephone #: 775635 5803 Date of Birth: JAN.-3-1949

Operator License/ID Card #: 0300748738 State: NV. Place of Birth: BATTLE MTN. NV.

Marks/Scars/Tattoos: NA

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

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
ETCHEVERRY's FoodTown	BATTLE MTN.	OWNER	1960-2016	Still in Service

ADDITION EMPLOYMENT HISTORY – USE ADDITIONAL SHEETS

Have you ever been arrested? YES

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

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION
Aug. 2005	DUI	NHP.	ELKO NV	Plead Guilty

ADDITIONAL HISTORY – USE ADDITIONAL SHEETS

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

Alien Registration# _____

Passport #: _____

Name of Business: LANDER HARDWARE

Street Address: 404 EAST FRONT (Number & Street) BATTLE MTN. (City) NV (State) 89820 (Zip)

Mailing Address: 424 EAST FRONT (Number & Street) BATTLE MTN (City) NV (State) 89820 (Zip)

EIN: 81-2714257 Nevada Re-Sale Certificate #: NV 20161244195

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

NAME	ADDRESS	TYPE OF INTEREST
Raymond P. ETCHEVERRY	816 GOLD CREEK BATTLE MTN. NV	100% OWNER

NAME	ADDRESS	TYPE OF INTEREST

ADDITION- USE ADDITIONAL SHEETS

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

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

If YES, Explain: _____

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

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

TYPE OF LICENSE:

☐ **Gaming**	☐ **Liquor**
☐ Check if Renewal	☐ Check if Renewal
☐ Slot Machines	☐ Temporary (Non-Profit) Date(s): _____
How Many?	☐ Temporary Dates(s): _____
☐ "21" Tables	☐ On Site Sale
How Many?	☒ Off Site Sale
	☐ On & Off Site Sale

Definitions:

On Site Sale: Alcohol sold and consumed on the premises

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

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

Fee Structure:

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

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

Liquor: Temporary (Non-Profit) – NO CHARGE

Temporary - $10.00

On Site Sale - $40.00 – per Quarter

Off Site - $30.00 – per Quarter

On & Off Site Sales - $50.00 – per Quarter

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

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

Raymond P Etcheverry — Applicant Signature

Jo Ancho — Issuing Employee & ID#

OFFICE USE ONLY

Date scheduled for Commission: 6/9/16 x Sean Bahl

Approved: ☐

Denied: ☐

REVISED 20070323

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding issuance of an on and off site liquor license to Brian Garner for Brian's BBQ Pit located at 205 Fairway Dr., Battle Mountain, NV 89820, and all other matters properly related thereto.

Public Comment.

Background:
Attached

Recommended Action:

Lander County Sheriff's Office

Liquor / Gaming License Application

THIS LICENSE IS NOT TRANSFERABLE

PLEASE PRINT OR TYPE

Date of Application: 6-7-16

Name: Garner (Last) Brian (First) L (Middle)

Social Security #: 520-02-6330

Nickname/Maiden/Other:

Height: 6' Weight: 205

Street Address: 2225 Arabian Rd (Number & Street) BM (City) NV (State) 89820 (Zip)

Hair: Brown Eyes: Haz

Mailing Address: PO Box 595 (Street/RFD/Box) Battle Mt (City) NV (State) 89820 (Zip)

Gender: Male Race: White

Home Telephone #: 775-635-5007

Date of Birth: 4-16-73

Operator License/ID Card #: State:

Place of Birth: Casper Wyoming

Marks/Scars/Tattoos: R/H upper Arm Townater

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

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
Atlas Tow & Recovery	BM	Owner		

ADDITION EMPLOYMENT HISTORY - USE ADDITIONAL SHEETS

Have you ever been arrested? yes

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

DATE	CHARGE	ARRESTING AGENCY	CITY / STATE	DISPOSITION
8-11	ADW	LCSO	BM NV	Dismissed

ADDITIONAL HISTORY - USE ADDITIONAL SHEETS

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

Alien Registration#

Passport #:

Name of Business: Brians BBQ Pit

Street Address: 205 Fairway DR (Number & Street) BM (City) NV (State) 89820 (Zip)

Mailing Address: PO Box 595 (Number & Street) BM (City) NV (State) 89820 (Zip)

EIN: 605180794 Nevada Re-Sale Certificate #: 10199785e2

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

NAME	ADDRESS	TYPE OF INTEREST
Brian Garner	PO Box 595 Battle Mountain NV	Owner

NAME	ADDRESS	TYPE OF INTEREST

ADDITION- USE ADDITIONAL SHEETS

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

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

If YES, Explain: _____

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

☐ YES
☒ NO

I a foreign Corporation, is the Corporation authorized by the Nevada Secretary of State to conduct business in the State of Nevada?

TYPE OF LICENSE:

☐ **Gaming**	☒ **Liquor**
☐ Check if Renewal	☐ Check if Renewal
☐ Slot Machines	☐ Temporary (Non-Profit) Date(s): _____
How Many?	☐ Temporary Dates(s): _____
☐ "21" Tables	☐ On Site Sale
How Many?	☐ Off Site Sale
	☒ On & Off Site Sale

Definitions:

On Site Sale: Alcohol sold and consumed on the premises

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

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

Fee Structure:

Gaming: Slot Machines - $31.00 per slot machine – per Quarter
"21" Tables – $151.00 per table – per Quarter

Liquor: Temporary (Non-Profit) – NO CHARGE
Temporary - $10.00
On Site Sale - $40.00 – per Quarter
Off Site - $30.00 – per Quarter
On & Off Site Sales - $50.00 – per Quarter

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

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

[signature] Applicant Signature

[signature] Issuing Employee & ID#

OFFICE USE ONLY

Date scheduled for Commission: 6-9-15 x [signature]

Approved: ☐

Denied: ☐

REVISED 20070323

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Update from the Army Corps of Engineers regarding status of the LEVEE project, and all other matters properly related thereto.

Public Comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to choose a date of June 27, June 28, or June 29 for a special meeting for approval of tax funds and movement of monies to pay delinquent accounts, and all other matters properly related thereto.

Public Comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to approve/disapprove the continuation of offering an additional option for HSA Contribution for Lander County Employees with/without dependents, and all other matters properly related thereto.

Public Comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 6-9-2016

NAME Becky Johnson REPRESENTING: Lander County

ADDRESS: 50 State Route 305, Bm

PHONE(H): _____ (W): 635-2885 (FAX): 635-1108

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 635-2885

WHO WILL BE ATTENDING THE MEETING Becky Johnson

JOB TITLE Human Resource Director

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action to approve the continuation of offering an additional option for HSA contribution for Lander County employees with / without dependents

BACKGROUND INFORMATION this was approved last year during the June 11th, 2015 commissioners meeting.

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

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

AMOUNT: _____

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

WHEN? June 11, 2015

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Becky Johnson DATE 5/27/2016

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

COMMISSION FAX (775) 635-5332

HUMAN RESOURCES

7) Discussion for possible action to approve/disapprove offering additional option for HSA contribution for Lander County employees with/without dependents, and other matters properly related thereto.

VICE CHAIRWOMAN WAITS: Moving on to Human Resources. Discussion for possible action to approve or disapprove offering additional options for the HSA contribution for Lander County's employees with or without dependents, and other matters properly related thereto.

And this is under our insurance, so we have our Human Resources with us this morning.

BECKY JOHNSON: Good morning. Becky --

COMMISSIONER MILLS: Hi.

BECKY JOHNSON: -- Johnson, HR director --

COMMISSIONER BAKKER: Good morning.

BECKY JOHNSON: -- Lander County.

April 9th, the commission approved our new insurance plans. At that time, you also approved the 625 cap for employees with dependents.

We, however, didn't think about our employees who do not have dependents and choose to go to an HSA plan.

What I'm asking is the commission approve a second option for our employees that do not have dependents but choose to go to an HSA plan that we would take the contribution of 154, which is what would be left from the 625 cap, and put it into a savings -- an HSA savings account for these employees.

VICE CHAIRWOMAN WAITS: So with or without dependents, everyone's getting the $625 credit --

BECKY JOHNSON: Yes.

VICE CHAIRWOMAN WAITS: -- either towards other insurance or towards the HSA plan?

BECKY JOHNSON: Correct.

VICE CHAIRWOMAN WAITS: Because we didn't specifically mention that; is that right?

BECKY JOHNSON: And that's just to help offset --

VICE CHAIRWOMAN WAITS: Okay.

BECKY JOHNSON: -- the healthcare expenses.

DISTRICT ATTORNEY HERRERA: Whether they have dependents or not.

BECKY JOHNSON: Correct.

VICE CHAIRWOMAN WAITS: Right. Okay. I -- and I know that's a little bit confusing.

I did do kind of a motion if they decide to do that. See if I have the right information.

We would need a motion to apply the cost difference of the county cost of 625 and the HSA to any other insurance coverages, with any remaining difference contributed to the HSA account. Does that sound about right?

BECKY JOHNSON: Yes.

DISTRICT ATTORNEY HERRERA: It's basically -- it's ba- -- it's one or the other. It's basically putting that money into an account.

VICE CHAIRWOMAN WAITS: Or buying other insurance -- other insurance too.

If you -- if you have an HSA account and you don't have dependents covered, --

DISTRICT ATTORNEY HERRERA: Right.

VICE CHAIRWOMAN WAITS: -- you're going to have a balance of 154 difference. You could take some of that and put them on vision or -- or dental or --

DISTRICT ATTORNEY HERRERA: Right. The person --

VICE CHAIRWOMAN WAITS: So --

BECKY JOHNSON: Right.

VICE CHAIRWOMAN WAITS: -- so that's why the motion has to include other insurance coverages --

DISTRICT ATTORNEY HERRERA: That's true.

VICE CHAIRWOMAN WAITS: -- or --

DISTRICT ATTORNEY HERRERA: But the motion also has to include that the county make an account for that particular person. And out of that account, that's where the money's applied, like you said, Commissioner. But -- but we have to -- the county has to provide an account.

UNIDENTIFIED PARTICIPANT: No, no.

VICE CHAIRWOMAN WAITS: Okay, but with the account. Because they will have an account. The HSA will have an account, --

DISTRICT ATTORNEY HERRERA: Yes.

VICE CHAIRWOMAN WAITS: -- Counselor.

ELIZABETH BARELA: The employee opens up the HSA account. Then the employee gives the county the routing number and the information to them.

BECKY JOHNSON: We would deposit it.

VICE CHAIRWOMAN WAITS: The county won't be opening it up.

DISTRICT ATTORNEY HERRERA: Okay. Right.

VICE CHAIRWOMAN WAITS: They'll just be depositing the balance in the HSA --

DISTRICT ATTORNEY HERRERA: In depositing --

VICE CHAIRWOMAN WAITS: -- account.

DISTRICT ATTORNEY HERRERA: -- it in the account.

VICE CHAIRWOMAN WAITS: Right? Okay.

COMMISSIONER MILLS: So the HSA is a health savings account?

BECKY JOHNSON: Yes.

VICE CHAIRWOMAN WAITS: Yes.

COMMISSIONER MILLS: And it can be used for what?

BECKY JOHNSON: It actually can be used to offset eligible healthcare expenses.

COMMISSIONER MILLS: Meaning, like, their deductible?

BECKY JOHNSON: Can I ask Liz Barela to come up?

ELIZABETH BARELA: There is --

BECKY JOHNSON: She actually knows a lot --

ELIZABETH BARELA: There --

BECKY JOHNSON: -- about it.

ELIZABETH BARELA: -- are a number of things --

VICE CHAIRWOMAN WAITS: Excuse me. I need you to identify your name -- name for us.

ELIZABETH BARELA: Elizabeth Barela from the DA's office. If you go onto the HSA account online, it is actually directed by IRS and there --

COMMISSIONER MILLS: Right.

ELIZABETH BARELA: And it specifically states what the account can be used for. IRS gets those statement accounts. And they get the reading. And they do the audits on it.

So basically, that can be used for vision. It can be used for dental. It can be used for medical. It can be used for a wheelchair if needed. Anything that is required medically or anything for you or your dependents.

COMMISSIONER MILLS: And when you say, can be used for vision or dental, you're not talking about vision and dental insurance. You're talking about the actual expense for vision and dental care?

ELIZABETH BARELA: I -- that -- basically what happens is I'm going to go open up an HSA account. That's my bank account. So I chose the option to have HSA for the county.

It is $154 difference from what the cap the county pays for their dependents. That $154 goes into the HSA savings account for me.

COMMISSIONER MILLS: Right.

ELIZABETH BARELA: That money stays in there. I'm only authorized to use that account when I need -- if I go to the eye doctor and I need to buy eyeglasses. Or I go to --

COMMISSIONER MILLS: Right.

ELIZABETH BARELA: -- the dental and I pay --

COMMISSIONER MILLS: So you're not buying insurance with that HSA. You're buying the actual services.

BECKY JOHNSON: Correct.

ELIZABETH BARELA: Right. It's just offsetting medical expenses.

VICE CHAIRWOMAN WAITS: Let me clarify that for you, Commissioner Mills, because when I -- I made the comment. I didn't want to confuse you on it.

I'm saying they could take part of the 154 and buy the county insurance that --

COMMISSIONER MILLS: Right.

VICE CHAIRWOMAN WAITS: -- we have.

COMMISSIONER MILLS: That -- that's one of my other questions.

VICE CHAIRWOMAN WAITS: Right.

COMMISSIONER MILLS: Do they get to take that $154 and divide it up? Part of it goes to the HSA and part of it goes to buy insurance?

BECKY JOHNSON: No, what --

COMMISSIONER MILLS: Is that what we're doing?

BECKY JOHNSON: -- happens is you have a cap. Okay. Say I don't have dependents. So I'm going to get the HSA insurance. There's a difference of 154. That 154, the county transfers into my HSA bank account.

If I have dependents, I have the option to take that 154 and apply it to my dependent coverage or put it into my --

COMMISSIONER MILLS: So --

BECKY JOHNSON: -- HSA.

COMMISSIONER MILLS: -- it's one or the other. You're either buying insurance for dependents or it's going to the HSA. We're not -- we're not dividing up a lot of the bulk.

ELIZABETH BARELA: Correct.

BECKY JOHNSON: No, it's one or the other.

VICE CHAIRWOMAN WAITS: Okay. Tell me why we could not. If we have -- we have $154 to work with; right? And you have your wife or spouse that you want to buy dental coverage and vision coverage for. Together, those two costs are $55.

BECKY JOHNSON: And that's true. They --

VICE CHAIRWOMAN WAITS: So can --

BECKY JOHNSON: -- they should --

VICE CHAIRWOMAN WAITS: So --

BECKY JOHNSON: -- be able to, the way --

VICE CHAIRWOMAN WAITS: That's what --

BECKY JOHNSON: Yeah.

VICE CHAIRWOMAN WAITS: -- I'm saying. So they should --

BECKY JOHNSON: So they could use that to have the dental and vision on their dependents and what's left would be rolled into their HSA.

COMMISSIONER MILLS: So it does get -- you could divide it up.

VICE CHAIRWOMAN WAITS: Yes. Yes.

BECKY JOHNSON: You could --

ELIZABETH BARELA: Through the --

BECKY JOHNSON: -- do it --

ELIZABETH BARELA: -- county insurance.

BECKY JOHNSON: -- however you want.

COMMISSIONER MILLS: Okay. And that $154 you're talking about is a monthly, $154 a month?

VICE CHAIRWOMAN WAITS: Yes.

BECKY JOHNSON: Yes.

NAN ANCHO: And we also -- there is a list of what expenses -- Nan with Finance -- medical expenses that can be paid with tax deductible HSA funds. We do have a list of what you can and cannot spend it on.

VICE CHAIRWOMAN WAITS: Those are all qualified --
COMMISSIONER MILLS: Okay.
VICE CHAIRWOMAN WAITS: -- through the IRS.
NAN ANCHO: HR has that in their office.
COMMISSIONER MILLS: Okay.
I just want to be clear on this, because my first impression when I heard about this was it was an either/or. You either buy extra insurance for dependents or you --
BECKY JOHNSON: If you have --
COMMISSIONER MILLS: -- get the HSA.
BECKY JOHNSON: -- dependents. If you don't have dependents, then the money --
COMMISSIONER MILLS: Right.
BECKY JOHNSON: -- just goes directly --
COMMISSIONER MILLS: But you're saying it can be used for both?
BECKY JOHNSON: Yeah, because if --
COMMISSIONER MILLS: Okay.
BECKY JOHNSON: -- if you're -- if you're not using all the money, if you had dependents and you're only getting vision and dental, that's not going to come up to a $154. So you're --
COMMISSIONER MILLS: Right.
BECKY JOHNSON: -- still going to have --
COMMISSIONER MILLS: So the rate -- the balance --
BECKY JOHNSON: -- the money left over.
COMMISSIONER MILLS: -- still then could --
BECKY JOHNSON: -- which is going to go over --
COMMISSIONER MILLS: -- be sent over to the HSA?
BECKY JOHNSON: Correct.
COMMISSIONER MILLS: Okay.
BECKY JOHNSON: Yes.
COMMISSIONER MILLS: And another question. Because this is $154 a month times 12. So this is about $1500, give or take. Is there -- I mean, could you possibly even spend $1500 on HSA services?
NAN ANCHO: It depends on what your medical needs are.
COMMISSIONER MILLS: Okay.
VICE CHAIRWOMAN WAITS: You could have a $10,000 dental bill. That's not unheard of.
COMMISSIONER MILLS: That's true.

VICE CHAIRWOMAN WAITS: Hearing aids. I mean, --
BECKY JOHNSON: This --
COMMISSIONER BAKKER: This is --
COMMISSIONER MILLS: What --
BECKY JOHNSON: -- isn't --
COMMISSIONER MILLS: Yeah.
BECKY JOHNSON: -- new.
COMMISSIONER MILLS: No.
BECKY JOHNSON: This has been around for years. Lander County just hasn't set it up.
COMMISSIONER MILLS: If there's balance remaining at the year, does it carry over to the next year or is it --
BECKY JOHNSON: Yes.
COMMISSIONER MILLS: -- gone?
VICE CHAIRWOMAN WAITS: Yes.
BECKY JOHNSON: Yes, it does.
COMMISSIONER MILLS: It does?
BECKY JOHNSON: Yeah.
COMMISSIONER MILLS: So it can build up over the years?
NAN ANCHO: Yes.
COMMISSIONER MILLS: Okay.
NAN ANCHO: Yeah, it's not like the old version HSA where you had to manage the receipts and spend everything by the end of the year or --
COMMISSIONER MILLS: Right.
NAN ANCHO: -- you lost it.
COMMISSIONER MILLS: So the HSA's changed that.
NAN ANCHO: It's changed.
BECKY JOHNSON: Yeah. Yes.
COMMISSIONER MILLS: Okay. Because that's how I remember HSAs being.
NAN ANCHO: Uh-huh.
COMMISSIONER MILLS: So...
BECKY JOHNSON: Right. Right.
VICE CHAIRWOMAN WAITS: It's a nice option for our folks that are not using a lot of medical --
BECKY JOHNSON: Right.
VICE CHAIRWOMAN WAITS: -- bills, that --
COMMISSIONER MILLS: Right.
VICE CHAIRWOMAN WAITS: -- have a lot of medical problems

to offset it with their dependents. That was the whole point.

COMMISSIONER MILLS: Is -- is your insurance deductible included on the list of things that the HSA moneys can be paid to?

DISTRICT ATTORNEY HERRERA: The deductible is increased, --

BECKY JOHNSON: Yes, it's a higher --

DISTRICT ATTORNEY HERRERA: -- considerably, --

BECKY JOHNSON: -- deductible.

DISTRICT ATTORNEY HERRERA: -- if you choose the --

COMMISSIONER MILLS: Right. But can those HSA moneys, can they be used to pay the deductible?

BECKY JOHNSON: Yes.

DISTRICT ATTORNEY HERRERA: Yes.

COMMISSIONER MILLS: That ~~is part of the~~ --

BECKY JOHNSON: Yes.

COMMISSIONER MILLS: -- approved list? Okay.

NAN ANCHO: And there's a -- the list of goes on forever. So I encourage individuals to get a copy of this when they sign up for the account. Because there's -- there's quite a few things they can use the money for. And there's some specifics that they cannot.

COMMISSIONER MILLS: Okay.

NAN ANCHO: So they would have to read it very carefully.

VICE CHAIRWOMAN WAITS: That's all governed by the IRS.

NAN ANCHO: And you can't use it for mouthwash.

BECKY JOHNSON: Yeah.

NAN ANCHO: You can't use it for teeth whitening.

COMMISSIONER MILLS: What?

What?

NAN ANCHO: Yeah.

COMMISSIONER MILLS: Okay.

COMMISSIONER BAKKER: You good?

COMMISSIONER MILLS: I'm good.

COMMISSIONER BAKKER: Do you want to make the motion?

COMMISSIONER MILLS: What's the wording on the motion again?

VICE CHAIRWOMAN WAITS: Here. I'll -- if you can read my scribbling, I'll pass it down, because I thought it was kind of a hard one.

COMMISSIONER MILLS: Just want to get this right. We don't

want to come back and do this one again.

COMMISSIONER BAKKER: No.

COMMISSIONER MILLS: So I'll make a motion to apply the cost difference of the county cost of $625 and the HSA to any other insurance coverages with any remaining differences contributed to the HSA account.

COMMISSIONER BAKKER: Is that good, Ted?

DISTRICT ATTORNEY HERRERA: That's good.

COMMISSIONER BAKKER: I don't want to do this a third time.

DISTRICT ATTORNEY HERRERA: That should be sufficient.

COMMISSIONER BAKKER: Okay. Second.

VICE CHAIRWOMAN WAITS: Okay. It's been moved by Commissioner Mills, seconded by Commissioner Bakker. Any other discussion?

COMMISSIONER MILLS: Actually, I have a question for (indiscernible) -- from our county employees. What do you guys -- what are you guys thinking of all this? This affects you guys.

ELIZABETH BARELA: I think it's great.

COMMISSIONER MILLS: No one else --

MESHELL YOUNG: So if I --

COMMISSIONER MILLS: No one else cares.

MESHELL YOUNG: Is open enrollment still open?

BECKY JOHNSON: It closed May 29th. But I think -- would we be able to make a concession since we've made a new option available?

DISTRICT ATTORNEY HERRERA: It's up to the insurance carrier what -- what they --

BECKY JOHNSON: Okay.

DISTRICT ATTORNEY HERRERA: I think we could if they will allow it.

BECKY JOHNSON: Right. I would have to check with --

MESHELL YOUNG: Because last time the --

BECKY JOHNSON: -- our insurance carrier.

MESHELL YOUNG: Because that changes the whole picture of HSA versus HMO and the PPO.

DISTRICT ATTORNEY HERRERA: It does.

MESHELL YOUNG: And it would change why I changed.

ELIZABETH BARELA: And it is a PPO. The HSA account is a PPO insurance.

It's not an HMO. It's a PPO.

MESHELL YOUNG: It is a PPO, just a different kind.

VICE CHAIRWOMAN WAITS: I know we're cross talking a little bit. But I do need your name for the record.

MESHELL YOUNG: Oh, I'm sorry. Meshell Young, Lander County Sheriff's Office.

VICE CHAIRWOMAN WAITS: Thank you Sergeant Young.

Okay, any other public comment?

(No comment.)

VICE CHAIRWOMAN WAITS: So Becky's going to check with --

BECKY JOHNSON: Absolutely.

VICE CHAIRWOMAN WAITS: -- our agent and get back to us ASAP.

Okay, we'll call for the motion. All in favor?

COMMISSIONER MILLS: Aye.

COMMISSIONER BAKKER: Aye.

COMMISSIONER CLARK: Aye.

COMMISSIONER WAITS: Aye.

And that passes. Thank you.

BECKY JOHNSON: Thank you very much.

SHERIFF'S OFFICE

8) **Discussion and possible action regarding proposal to temporarily amend the current work schedule from a 10-hour work schedule to a 12-hour work schedule in the current contract language in Article 7 of the Lander County Law Enforcement Bargaining Unit B for Non-Supervisor in the Communication Division. If approved, request for chair or co-chair to sign authorization, and other matters properly related thereto.**

VICE CHAIRWOMAN WAITS: Agenda Item Number 8. Discussion and possible action regarding proposal to temporarily amend the current work schedule from a 10-hour work schedule to a 12-hour work schedule in the current contract language in Article 7 of the Lander County Law Enforcement Bargaining Unit B for Non-Supervisor in the Communication Division. If approved, request for chair or co-chair to sign authorization, and other

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to approve/disapprove an agreement between Lander County and LP Insurance, Inc., and all other matters properly related thereto.

Public Comment.

Background:
attached

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 6-9-2016

NAME Becky Johnson REPRESENTING: Lander County

ADDRESS: 50 State Route 305

PHONE(H): _____ (W): 635-2885 (FAX): 635-1108

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 8-5

WHO WILL BE ATTENDING THE MEETING Becky Johnson & Tim Holland
JOB TITLE Insurance Broker

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and Approval of an Agreement between Lander County and LP Insurance, Inc.

BACKGROUND INFORMATION _____

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Approval of 1 year Agreement with LP Insurance with no automatic renewal

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

AMOUNT: $36,000 Annually

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

WHEN? 5/26/2016

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

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

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

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

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

Becky Johnson DATE 5/26/2016

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

DOC # 0277008

06/15/2016 04:57 PM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV
Lesley Bunch - Recorder

Fee: Page 1 of 6
RPTT: Recorded By: LB
Book- 681 Page- 0111

0277008

RECORDING REQUESTED BY:

NAME: LANDER COUNTY CLERK'S OFFICE

ADDRESS: 50 STATE ROUTE 305

CITY/STATE/ZIP: BATTLE MOUNTAIN, NEVADA 89820

AGREEMENT

LANDER COUNTY & LP INSURANCE SERVICES, INC.

FOR GROUP INSURANCE BROKER & ADVISORY SERVICES

This page added to provide information required by NRS 111.312 Sections 1-2

This cover page must be typed or printed.

AGREEMENT

BETWEEN LANDER COUNTY AND LP INSURANCE SERVICES, INC. FOR GROUP INSURANCE BROKER AND ADVISORY SERVICES

THIS AGREEMENT is made and entered into on this 1st day of July, 2016 by and between LANDER COUNTY, and LP INSURANCE SERVICES, INC, hereinafter referred to as "Broker".

RECITALS:

WHEREAS, LANDER COUNTY requires the services of a group insurance broker and advisor to assist it with regard to its group insurance program by providing special services and advice; and

WHEREAS, Broker represents that it is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY BROKER

   a. Broker shall act in a professional capacity to assist LANDER COUNTY. Broker's work shall conform to all applicable statutes, laws, regulations and professional standards for such work.

   b. Broker shall perform a full range of on-going broker and advisory services related to the administration, maintenance and improvement of LANDER COUNTY group insurance benefit packages. In addition, the Broker will be responsible to review, analyze and present materials relating to alternate or additional benefit packages which may be cost beneficial to LANDER COUNTY, Management and Employees. The on-going services provided by the Broker shall include, but not be limited to:

      i. Assisting LANDER COUNTY with the development of long-range employee benefit goals and strategies.

      ii. Assisting LANDER COUNTY in administering group insurance plans, settling disputes and other issues with carriers, analyzing the effectiveness of programs and offering creative solutions to problems.

      iii. Monitoring ongoing contracts, including plan administration, provider compliance with contracts, booklets and employee education materials.

      iv. Responding promptly and accurately to questions from LANDER COUNTY representatives and employees.

      v. Assisting LANDER COUNTY in complying with applicable laws, regulations and contract requirements; advising our staff of changes in the laws and recommending solutions. Consulting on related issues such as IRS §125 and

associated discrimination testing, COBRA, Health Insurance Portability and Accountability Act (HIPAA), Medicare, Family and Medical Leave Act (FMLA), and other applicable federal and state laws.

vi. Reviewing and analyzing census and claims experience data, claims service, efficiency and accuracy of claims administration to ensure that LANDER COUNTY is receiving optimum service and benefit from all carriers and vendors.

vii. Determining and recommending economical and efficient funding methods for benefit programs.

viii. Apprising LANDER COUNTY of local and national benefit trends, innovative ideas and recommending new products, programs and services to ensure a competitive benefits program.

ix. Providing an annual review and summary of employee benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness, and benefits utilization, plus providing recommendations for improvements or modifications.

x. Meeting with and providing reports and updates to LANDER COUNTY representatives and/or employee groups as needed. Provide estimates of renewal rates to assist LANDER COUNTY in forecasting and budgeting.

xi. Coordinating with LANDER COUNTY representatives on labor relations and employee negotiations related to group insurance and benefits programs.

xii. Representing LANDER COUNTY in all negotiations with providers on all issues, including those related to premiums, service, benefit levels, plan design, special terms and conditions. Negotiating all changes and additions to contracts.

xiii. Soliciting bids from insurance markets, which specialize in group insurance plans, and supplying LANDER COUNTY with original documents from all bids received. Evaluating bids and bidders, including claims procedures, abilities, experience and history, service, reserve establishment guidelines, financial policies and stability, and identifying the most beneficial package for LANDER COUNTY's needs.

xiv. Assisting LANDER COUNTY with the creation and implementation of communication materials (pamphlets, brochures, presentations, etc.) for new or changed programs, including materials for Open Enrollment and Health Fairs. Attend Open Enrollment meetings and Health Fairs as requested, and provide enrollment support as needed.

xv. Identifying, investigating, analyzing and implementing efficiency measures such as employer partnerships, electronic benefits administration, and/or other concepts that have the effect of reducing the cost associated with employee benefit programs without reducing services to employees.

c. Broker shall furnish such services primarily through its representative, Tim Holland, but shall utilize any and all of its personnel who are necessary and appropriate to the performance of the services to be performed hereunder.

2. COVERAGES & BENEFITS TO BE COVERED BY THIS AGREEMENT

The lines of coverage or benefits for which the services detailed in Section 2 of this agreement are as follows. Please note these services apply to the lines of coverage or benefits and not the carrier or vendor, so any change of carrier or vendor would not effect or change the scope of services.

a. Medical (and Rx) Coverage

3. ASSISTANCE BY LANDER COUNTY

Subject to other provisions of this Agreement, LANDER COUNTY shall:

a. Assist Broker by providing them with any and all information within its possession or control which may be helpful to them in the performance of the services to be provided hereunder.

b. Provide the necessary place within LANDER COUNTY facilities for meetings between Broker and LANDER COUNTY representatives and LANDER COUNTY employees as needed.

c. LANDER COUNTY will refrain from using the Broker as a complete benefits out-sourcing service for employee benefit administrative obligations. LANDER COUNTY will maintain a prudent level of staffing and resources to continue reasonable self-reliance.

4. COMPENSATION

Broker shall receive compensation in the form of fees for the services outlined in this Agreement and paid by LANDER COUNTY as follows:

For the period 07/01/2016 through 06/30/2017 – $2,800 per month/$33,600 annually

The following lines of insurance coverage placed by Broker shall be placed "net of commission": Medical, Dental, Vision, and all other lines of coverage.

a. Either party may request to discuss Broker's fees by providing a written request for same to the other party.

b. LANDER COUNTY shall not reimburse Broker for any expenses incurred by Broker in rendering services under this Agreement.

c. Some of the insurance companies Broker represents may pay it additional incentive commissions, sometimes referred to bonus or contingent commissions, which may be based on the total volume of business, and/or the growth in business, retention rate, claims loss ratio, or other factors considering the Broker's entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation Broker may receive. At LANDER COUNTY request, Broker will provide a

detailed statement regarding Broker compensation on your account and how the compensation is calculated.

5. DISPUTES

If a dispute should arise regarding the performance of the Agreement or compensation for work performed under this Agreement, the parties hereby agree to settle the dispute by summarizing into writing their respective views of the dispute, meet to discuss the views of the dispute, and attempt to resolve their differences. In the event that a dispute continues, the parties agree to mandatory arbitration. The arbitrator's decision shall be binding upon both LANDER COUNTY and Broker. Nothing in this procedure shall prohibit either party from seeking remedies available to them at law. In the event of litigation, the prevailing party shall be entitled to reasonable attorney and other litigation expenses.

6. INDEMNITY

The Broker agrees to save and hold harmless and fully indemnify LANDER COUNTY, and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from:

a. the act or failure to act (negligent or otherwise) of the Broker or its officers, employees, agents; and

b. the use by LANDER COUNTY or any of its officers, employees or agents, of the services supplied by the Broker under this Agreement to the extent such Damages arise from the manner Broker provided the services required by this Agreement.

LANDER COUNTY agrees to save and hold harmless and fully indemnify Broker and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from the act or failure to act (negligent or otherwise) of LANDER COUNTY or its officers, employees, agents.

7. TERM OF AGREEMENT

a. This agreement shall take effect on July 1, 2016 and remain in effect for a period of Twelve (12) months.

b. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In such event, or upon request of LANDER COUNTY, Broker shall assemble all LANDER COUNTY documents in the Broker's possession and put them in order for proper filing and closing, and deliver said documents to LANDER COUNTY. In the event of termination, Broker shall be paid for work performed to the termination date. LANDER COUNTY shall make the final determination as to the portion of tasks completed and the compensation to be made.

8. STATUS OF THE BROKER

The Broker shall perform the services provided for herein in Broker's own way as an independent contractor and in pursuit of Broker's independent calling. Broker is not to be considered an employee of LANDER COUNTY, nor shall any employee of Broker be considered employees of LANDER COUNTY, for any purpose. Broker shall be under the direction and control of LANDER COUNTY staff only as to the results to be accomplished. Broker shall be free to pursue his calling excepting only to the extent contained in this Agreement.

a. All terms, conditions, and provisions hereof shall inure to and bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

9. ORAL AGREEMENTS

No oral agreement or representation by an officer, agent, or employee of either party made before, during, or after execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the day and year first above written.

LANDER COUNTY

By _____ TITLE Chair

LP INSURANCE SERVICES, INC.

By _____ TITLE V.P.
Lloyd Barnes

AGREEMENT

not the corrected one

BETWEEN LANDER COUNTY AND LP INSURANCE SERVICES, INC. FOR GROUP INSURANCE BROKER AND ADVISORY SERVICES

THIS AGREEMENT is made and entered into on this 1st day of July, 2016 by and between LANDER COUNTY, and LP INSURANCE SERVICES, INC, hereinafter referred to as "Broker".

RECITALS:

WHEREAS, LANDER COUNTY requires the services of a group insurance broker and advisor to assist it with regard to its group insurance program by providing special services and advice; and

WHEREAS, Broker represents that it is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the parties agree as follows:

1. SERVICES TO BE PROVIDED BY BROKER

   a. Broker shall act in a professional capacity to assist LANDER COUNTY. Broker's work shall conform to all applicable statutes, laws, regulations and professional standards for such work.

   b. Broker shall perform a full range of on-going broker and advisory services related to the administration, maintenance and improvement of LANDER COUNTY group insurance benefit packages. In addition, the Broker will be responsible to review, analyze and present materials relating to alternate or additional benefit packages which may be cost beneficial to LANDER COUNTY, Management and Employees. The on-going services provided by the Broker shall include, but not be limited to:

      i. Assisting LANDER COUNTY with the development of long-range employee benefit goals and strategies.

      ii. Assisting LANDER COUNTY in administering group insurance plans, settling disputes and other issues with carriers, analyzing the effectiveness of programs and offering creative solutions to problems.

      iii. Monitoring ongoing contracts, including plan administration, provider compliance with contracts, booklets and employee education materials.

      iv. Responding promptly and accurately to questions from LANDER COUNTY representatives and employees.

      v. Assisting LANDER COUNTY in complying with applicable laws, regulations and contract requirements; advising our staff of changes in the laws and recommending solutions. Consulting on related issues such as IRS §125 and

associated discrimination testing, COBRA, Health Insurance Portability and Accountability Act (HIPAA), Medicare, Family and Medical Leave Act (FMLA), and other applicable federal and state laws.

vi. Reviewing and analyzing census and claims experience data, claims service, efficiency and accuracy of claims administration to ensure that LANDER COUNTY is receiving optimum service and benefit from all carriers and vendors.

vii. Determining and recommending economical and efficient funding methods for benefit programs.

viii. Apprising LANDER COUNTY of local and national benefit trends, innovative ideas and recommending new products, programs and services to ensure a competitive benefits program.

ix. Providing an annual review and summary of employee benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness, and benefits utilization, plus providing recommendations for improvements or modifications.

x. Meeting with and providing reports and updates to LANDER COUNTY representatives and/or employee groups as needed. Provide estimates of renewal rates to assist LANDER COUNTY in forecasting and budgeting.

xi. Coordinating with LANDER COUNTY representatives on labor relations and employee negotiations related to group insurance and benefits programs.

xii. Representing LANDER COUNTY in all negotiations with providers on all issues, including those related to premiums, service, benefit levels, plan design, special terms and conditions. Negotiating all changes and additions to contracts.

xiii. Soliciting bids from insurance markets, which specialize in group insurance plans, and supplying LANDER COUNTY with original documents from all bids received. Evaluating bids and bidders, including claims procedures, abilities, experience and history, service, reserve establishment guidelines, financial policies and stability, and identifying the most beneficial package for LANDER COUNTY's needs.

xiv. Assisting LANDER COUNTY with the creation and implementation of communication materials (pamphlets, brochures, presentations, etc.) for new or changed programs, including materials for Open Enrollment and Health Fairs. Attend Open Enrollment meetings and Health Fairs as requested, and provide enrollment support as needed.

xv. Identifying, investigating, analyzing and implementing efficiency measures such as employer partnerships, electronic benefits administration, and/or other concepts that have the effect of reducing the cost associated with employee benefit programs without reducing services to employees.

c. Broker shall furnish such services primarily through its representative, Tim Holland, but shall utilize any and all of its personnel who are necessary and appropriate to the performance of the services to be performed hereunder.

2. COVERAGES & BENEFITS TO BE COVERED BY THIS AGREEMENT

The lines of coverage or benefits for which the services detailed in Section 2 of this agreement are as follows. Please note these services apply to the lines of coverage or benefits and not the carrier or vendor, so any change of carrier or vendor would not effect or change the scope of services.

a. Medical (and Rx) Coverage

3. ASSISTANCE BY LANDER COUNTY

Subject to other provisions of this Agreement, LANDER COUNTY shall:

a. Assist Broker by providing them with any and all information within its possession or control which may be helpful to them in the performance of the services to be provided hereunder.

b. Provide the necessary place within LANDER COUNTY facilities for meetings between Broker and LANDER COUNTY representatives and LANDER COUNTY employees as needed.

c. LANDER COUNTY will refrain from using the Broker as a complete benefits out-sourcing service for employee benefit administrative obligations. LANDER COUNTY will maintain a prudent level of staffing and resources to continue reasonable self-reliance.

4. COMPENSATION

Broker shall receive compensation in the form of fees for the services outlined in this Agreement and paid by LANDER COUNTY as follows:

For the period 07/01/2016 through 06/30/2017 – $3000 per month/$36,000 annually

The following lines of insurance coverage placed by Broker shall be placed "net of commission": Medical, Dental, Vision, and all other lines of coverage.

a. Either party may request to discuss Broker's fees by providing a written request for same to the other party.

b. LANDER COUNTY shall not reimburse Broker for any expenses incurred by Broker in rendering services under this Agreement.

c. Some of the insurance companies Broker represents may pay it additional incentive commissions, sometimes referred to bonus or contingent commissions, which may be based on the total volume of business, and/or the growth in business, retention rate, claims loss ratio, or other factors considering the Broker's entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation Broker may receive. At LANDER COUNTY request, Broker will provide a

detailed statement regarding Broker compensation on your account and how the compensation is calculated.

5. DISPUTES

If a dispute should arise regarding the performance of the Agreement or compensation for work performed under this Agreement, the parties hereby agree to settle the dispute by summarizing into writing their respective views of the dispute, meet to discuss the views of the dispute, and attempt to resolve their differences. In the event that a dispute continues, the parties agree to mandatory arbitration. The arbitrator's decision shall be binding upon both LANDER COUNTY and Broker. Nothing in this procedure shall prohibit either party from seeking remedies available to them at law. In the event of litigation, the prevailing party shall be entitled to reasonable attorney and other litigation expenses.

6. INDEMNITY

The Broker agrees to save and hold harmless and fully indemnify LANDER COUNTY, and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from:

a. the act or failure to act (negligent or otherwise) of the Broker or its officers, employees, agents; and

b. the use by LANDER COUNTY or any of its officers, employees or agents, of the services supplied by the Broker under this Agreement to the extent such Damages arise from the manner Broker provided the services required by this Agreement.

LANDER COUNTY agrees to save and hold harmless and fully indemnify Broker and its officers, employees and agents from and against any and all claims, defense costs, proceedings, actions, liability and damages, including consequential damages, of any nature (collectively "Damages") arising from the act or failure to act (negligent or otherwise) of LANDER COUNTY or its officers, employees, agents.

7. TERM OF AGREEMENT

a. This agreement shall take effect on July 1, 2016 and remain in effect for a period of Twelve (12) months.

b. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In such event, or upon request of LANDER COUNTY, Broker shall assemble all LANDER COUNTY documents in the Broker's possession and put them in order for proper filing and closing, and deliver said documents to LANDER COUNTY. In the event of termination, Broker shall be paid for work performed to the termination date. LANDER COUNTY shall make the final determination as to the portion of tasks completed and the compensation to be made.

8. STATUS OF THE BROKER

The Broker shall perform the services provided for herein in Broker's own way as an independent contractor and in pursuit of Broker's independent calling. Broker is not to be considered an employee of LANDER COUNTY, nor shall any employee of Broker be considered employees of LANDER COUNTY, for any purpose. Broker shall be under the direction and control of LANDER COUNTY staff only as to the results to be accomplished. Broker shall be free to pursue his calling excepting only to the extent contained in this Agreement.

a. All terms, conditions, and provisions hereof shall inure to and bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

9. ORAL AGREEMENTS

No oral agreement or representation by an officer, agent, or employee of either party made before, during, or after execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the day and year first above written.

LANDER COUNTY

By _____ TITLE_____

LP INSURANCE SERVICES, INC.

By _____ TITLE _____
Lloyd Barnes

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
CLOSED SESSION
Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining Agreement Article 26; Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association. No action will be taken during the Closed Personnel Session.

Public Comment.

Background:

Recommended Action:

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

Recording(s) and any written minutes of June 9 closed and open sessions addressing grievance;

1 message

bjohnson@landercountynv.org <bjohnson@landercountynv.org> Wed, Aug 17, 2016 at 9:10 AM
To: Sadie Sullivan <landercountyclerk@gmail.com>
Cc: Charles Cockerill <nevadalaborlaw@allisonmackenzie.com>, Keith Westengard <kwestengard@landercountynv.org>

Sadie,

I am requesting any and all recordings related to the Closed Personnel Session held on June 9th, 2016.

given to Becky 8/17/16 11:58 am
8/17/16 11:59 A.M.
Sadie Sullivan

Becky Johnson

Lander County Human Resource Director

50 State Route 305

Battle Mountain, Nevada 89820

Office – 775-635-2885

Fax – 775-635-1108

bjohnson@landercountynv.org

CONFIDENTIALITY NOTICE -- PRIVILEGED AND CONFIDENTIAL
This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such inadvertent disclosure shall not compromise or waive the attorney-client privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above internet e-mail address. Thank you.

Agenda Request Form

COMMISSIONER MEETING DATE: June 9, 2016

NAME: Becky Johnson REPRESENTING: Lander County

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

PHONE: (W) 775-635-2885 (F): 775-635-1108

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS:

(W): 775-635-2885

WHO WILL BE ATTENDING THE MEETING:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining Agreement Article 26: Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE: No action will be taken during the Closed Personnel Session.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: Unknown at this time.

AMOUNT: _____

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING: NO

WHEN: _____

HAS THIS ISUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT. HEADS:

_____

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGEND REQUEST, NOT AT THE MEETING, IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST. No. Items will be provided to the Commissioners during the Closed Personnel Session.

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

HAS THE DIISTRICT ATTORNEY'S OFFICE PROVIDED THE REQUIRED REVIEW: YES

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

ALL INFORMATION STATED IS CORRECT AND TRUE TO MY KNOWLEDGE.

_____ DATE:_____

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 16

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
OPEN SESSION
Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining Agreement Article 26; Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association, and all other matters properly related thereto.

Public Comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 17

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Update regarding the status of the Battle Mountain Recreational Center Project, and all other matters properly related thereto.

Public Comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 18

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to approve/disapprove the job description for the Lander County Human Resources Director, and all other matters properly related thereto.

Public Comment.

Background:

Recommended Action:

LANDER COUNTY
Job Description

HUMAN RESOURCES DIRECTOR

Grade: N/A
Classification: Human Resources Director
Position: Full Time
Probationary Period: N/A
Position Status: FLSA exempt

DEFINITION: Under direction of the County Commission substantially and effectively by providing leadership for the planning, development, maintenance, and evaluation of the district human resources management system to support and facilitate successful educational programs throughout the district.

DISTINGUISHING CHARACTERISTICS: This is a fully experienced position and the incumbent is able to perform the full range of duties of the position.

ESSENTIAL FUNCTIONS: (Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).

1. Directs operation and administration of County's Human Resources programs.
2. Coordinates recruitment, selection, and employment of personnel.
3. Plans, directs, and monitors the application and employment process of exempt and non-exempt County employees.
4. Plans and directs employee benefits programs.
5. Arranges orientation and implements program for new employees.
6. Provides leadership and resources needed to develop in-service training activities.
7. Serves as custodian of all regular and confidential personnel records.

8. Assists in the development and implementation of County's policies and procedures.

9. Assists in the collective bargaining process and in the administration of all negotiated collective bargaining agreements (CBAs).

10. Meets with and responds to concerns of bargaining unit representatives regarding the negotiated agreement.

11. Represents the County in personnel matters.

12. Directs and coordinates all elements of employee discipline process, including dismissals.

13. Assists in the development of any possible plan for any reductions in force that may be necessary.

14. Conducts investigations of complaints in a timely manner pursuant to 'Board of County Commissioners policy.

15. Coordinates the development of job descriptions and performance evaluation systems.

16. Assists department heads and elected officials with recommendations regarding necessary changes in personnel management and administration.

17. Serves as Plan Administrator and/or authorized representative for the County's 457 deferred compensation plans.

18. Assists department heads and elected officials with employment interviews for personnel when required, exit interviews for retiring and terminating personnel, and other conferences related to the personnel function.

19. Counsels and advises department heads, elected officials and County staff relative to County policy aspects of pertinent collective bargaining agreements and general County standard practices.

20. Assist the Commission in personnel issues, including administration of the County's drug

testing program.

21. Assist the Commission in the operation of the mosquito abatement program including contract administration for the entomologist and pilot.

22. Respond to requests or complaints from County employees or the general public; refers request and complaints to appropriate staff or resolves problem; provides written follow-up, if necessary.

23. Conduct research and prepares reports or drafts responses to assist the Commission and make recommendations to it.

24. Assist the Commission in risk management, accident reporting, and insurance procurement.

25. Assist the Commission in oversight of the County's advisory boards which may include research and preparation for the Commission's recommendations for issues addressed by advisory boards.

26. Assist the Commission in efforts to maximize the use of County assets.

27. Assist the Commission in drafting policies and procedures for review and approval by the County Board of Commissioners.

28. Assist the Commission in training programs

29. Assist in administering the human resources functions for the County.

30. Provide administrative support for the Commission.

31. Other duties as required.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Abilities:

Knowledge of:

- Modern and current practices related to the recruitment, selection, assignment, and in-service training of personnel;
- all aspects of human resources operations in a local government organization and the essential elements of human resources management;
- Current and traditional methods of collective bargaining; knowledge of the provisions contained with Nevada Revised Statute 288;
- The evaluation and discipline process;
- Principles of supervision and management;
- County policy and procedure development;
- Training methods and on the job training development; and
- Pertinent provisions of Nevada Revised Statutes (NRS), federal regulations, and Nevada Administrative Code (NAC) state regulations pertaining to County government and County employees.

Ability to:

- Handle highly sensitive personnel matters in a timely and professional manner;
- Problem-solve, plan supervise, organize, and schedule;
- Interpret and explain changes in current human resources laws relating to County personnel;
- Conduct investigations as necessary;
- Effectively communicate County policies and procedures to new and existing employees;
- Manage and direct the County's human resources program;
- Assist in negotiations with collective bargaining units;
- Operate standard office equipment including computers and related software applications;
- Read, interpret, apply, and explain rules, regulations, policies, and procedures; and

- Use high level interpersonal skills in order to maintain effective working relationships.

Required Certifications and Licenses:

Possession of a Nevada driver's license.

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:

- Graduation from an accredited college or university with an Associate's or Bachelor's degree and a minimum of four years of verified professional experience in human resources. Experience in the human resources field is preferred.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job:

- Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The manual dexterity and cognitive ability to operate a personal computer using word processing and databases. The ability to communicate via telephone. Light lifting (up to 25 pounds) is occasionally required.
- In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations, incumbents and individuals who have been offered employment are encourage to discuss

potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

- Position functions indoors in an office type environment where most work is performed at a desk. Positions may occasionally be required to travel by car to attend conferences, training sessions or meetings. Environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

I have read and understand this explanation and job description.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and applicants are encouraged to discuss potential accommodations with the employer.

Date Approved/Amended: May 31, 2016

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:_____

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 19

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to approve Resolution 2016-06 directing apportionment of net proceeds received in the month of May 2016, and all other matters properly related thereto.

Public Comment.

Background:

The Lander County Treasurer received a distribution of Net Proceeds of Mineral taxes on May 31, 2016 in the total amount of $16,504,135.68. This Resolution provides for Commission authorization and direction to apportion the total of Net Proceeds tax receipts among the entities within Lander County according to the ad valorem (property) tax rate for each entity as well as allocate the Lander County amount.

The Lander County discretionary appropriation of the May 31, 2016 Net Proceeds of Minerals Tax distribution is $8,626,094.92.

Recommended Action:

It is recommended that the Commission approve and adopt Resolution No. 2016-06, a Resolution directing apportionment of the Net Proceeds of Minerals taxes received on May 31, 2016 in the amount of $16,504,135.68 to the appropriate funds as designated in the resolution.

Not correct

Ord

RESOLUTION NO. 2016-06

Of the Board of Lander County Commissioners

A RESOLUTION DIRECTING APPORTIONMENT OF NET PROCEEDS RECEIVED IN THE MONTH OF MAY 2016

WHEREAS, on May 31, 2016, the Lander County Treasurer received $16,504,135.68 in Net Proceeds: and

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

MANDATED:	**AMOUNTS:**	**FUNDS:**
Commission Fees/General Fund 3%	$ 495,124.07	001-000-38045
Assessor Tech Fees 2%	$ 330,082.71	300-000-32223
China Springs	$ 14,508.22	001-000-38040
State Medical Indigent	$ 339,388.70	004-000-38040
State Indigent (NACO)	$ 77,722.60	004-000-38041
Capital Acquisition	$ 155,445.21	031-000-38040
Landfill	$ 259,075.34	011-000-38040
Hospital	$ 2,514,870.27	060-000-38040
School District	$ 3,691,823.65	070-000-38040
TOTAL	**$ 7,878,040.77**	

DISCRETIONARY:	**AMOUNTS:**	**FUNDS:**
Buildings & Equip	$ 750,000.00	029-000-38040
CCP	$ 7,626,094.92	055-000-38040
Airport Capital	$ 250,000.00	380-000-38040
Total Discretionary	**$ 8,626,094.92**	

TOTAL	**$ 16,504,135.68**

WHEREAS, the Lander County Board of Commissioners desires to use Discretionary Net Proceeds to fund, buidlings & equipment fund (029), infrastructure projects fund (055) and airport capital fund (380).

BE IT FURTHER RESOLVED, that the Finance Director and the Treasurer are directed to distribute the payment for Net Proceeds according to the schedule:
PASSED AND ADOPTED this 9th day of June, 2016.

THOSE VOTING AYE: Commissioner _____

Commissioner _____

Commissioner _____

Commissioner _____

Commissioner _____

THOSE VOTING NAY: Commissioner _____

THOSE ABSENT: Commissioner _____

_____

SEAN BAKKER, Chair
Lander County Board of Commissioners

ATTEST: _____
SADIE SULLIVAN
Lander County Clerk

LANDER COUNTY COMMISSION MEETING
June 09, 2016

AGENDA ITEM NO. 20

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Update on budget review, contracts, financial update, and all other matters properly related thereto.

Public Comment.

Background:

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

Recommended Action:

No specific action is necessary on this agenda item.

AMENDED AGENDA

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

June 9, 2016

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M. Call to Order
Pledge of Allegiance
A Moment of Silence
Lander County Commissioners will break for lunch from 12:00 p.m. to 1:15 p.m.
Commissioner Reports on meetings, conferences and seminars attended.
Staff Reports on meetings, conferences and seminars attended.

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

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

*1. Approval of Agenda Notice June 9, 2016
*2. May 12, 2016 Meeting Minutes
*3. May 16, 2016 Special Meeting Minutes
*4. May 17, 2016 Special Meeting Minutes
*5. May 26, 2016 Meeting Minutes
*6. Payment of bills
*7. Payroll change request

"Lander County is an Equal Opportunity Provider"

COMMISSIONERS

*(1) Discussion for possible action regarding the request to transfer the 2016 Private Activity Bond Volume Cap (PABC) allocation to Nevada Rural Housing Authority (NRHA), and all other matters properly related thereto.

Public comment.

*(2) Discussion for possible action to schedule a Battle Mountain Town Hall Meeting, and all other matters properly related thereto.

Public comment

*(3) Discussion for possible action regarding a professional engineering services proposal from Day Engineering in an amount not to exceed $200,000 for the purple pipe system from well 6 to the Mountain View Golf Course and authorization for the Executive Director, and all other matters properly related thereto.

Public comment

AIRPORT

*(4) Discussion and possible action to authorize Keith Westengard, Lander County Executive Director, to submit the FAA Grant Application for the Austin Airport Master Plan, and all other matters properly related thereto.

Public comment

*(5) Discussion for possible action to approve/disapprove one of two bids received for the Austin Fueling System from L.A. Perks. A bid in the amount of $396,161.00 for the entire system (including the concrete secondary containment pad) or a bid in the amount of $344,936.00 without the concrete secondary containment pad, and all other matters properly related thereto.

Public comment

*(6) Discussion for possible action to approve/disapprove the bid received from Maxwell Asphalt for the Battle Mountain Airfield Pavement Rehabilitation project in the amount of $777,059.05 and to authorize Keith Westengard, Lander County Executive Director to submit the FAA Grant Application for the Battle Mountain Airfield Pavement Rehabilitation project and authorize the chair to sign, and all other matters properly related thereto.

Public comment

COMMISSIONERS

*(7) Discussion for possible action to ratify the Offer of Employment to Kimberly Schacht for the EMS South Coordinator or to explore other options, and all other matters properly related thereto.

Public comment.

*(8) Discussion for possible action regarding the operations, management and inventory of the Battle Mountain Civic Center, and all other matters properly related thereto.

Public comment.

RECESS THE MEETING OF THE LANDER COUNTY BOARD OF COMMISSIONERS AND CONVENE THE MEETING OF THE LANDER COUNTY LIQUOR BOARD

*(9) Discussion for possible action regarding issuance of an off-site liquor license to Raymond P. Etcheverry for Lander Hardware located at 404 East Front Street, Battle Mountain, NV 89820, and all other matters properly related thereto.

Public comment

*(10) Discussion for possible action regarding issuance of an on and off site liquor license to Brian Garner for Brian's BBQ Pit located at 205 Fairway Drive, Battle Mountain, NV 89820, and all other matters properly related thereto.

Public Comment

ADJORN THE MEETING OF THE LANDER COUNTY LIQUOR BOARD AND RECONVENE THE MEETING OF THE LANDER COUNTY BOARD OF COMMISSIONERS

*(11) Update from the Army Corps of Engineers regarding status of the LEVEE project, and all other matters properly related thereto.

Public Comment

TREASURER

*(12) Discussion for possible action to choose a date of June 27, June 28, or June 29 for a special meeting for approval of tax funds and movement of monies to pay delinquent accounts, and all other matters properly related thereto.

Public comment.

COMMISSIONERS

*(13) Discussion for possible action to approve/disapprove the continuation of offering an additional option for HSA Contribution for Lander County Employees with/without dependents, and all other matters properly related thereto.

Public comment.

*(14) Discussion for possible action to approve/disapprove an agreement between Lander County and LP Insurance, Inc., and all other matters properly related thereto.

Public comment.

CLOSED SESSION

*(15) Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining Agreement Article 26; Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association. No action will be taken during the Closed Personnel Session.

Public comment.

OPEN SESSION

*(16) Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining Agreement Article 26; Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association, and all other matters properly related thereto.

Public comment.

*(17) Update regarding the status of the Battle Mountain Recreational Center Project, and all other matters properly related thereto.

Public comment

DISTRICT ATTORNEY

*(18) Discussion for possible action to approve/disapprove the job description for the Lander County Human Resources Director, and all other matters properly related thereto.

Public comment

FINANCE

*(19) Discussion for possible action to approve Resolution 2016-06 directing apportionment of net proceeds received in the month of October 2015, and all other matters properly related thereto.

Public comment

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

Public comment

COMMISSIONERS

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

Public comment

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

ADJOURN

*Denotes 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 Executive Director in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact Sadie Sullivan, Lander County Clerk, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING
State of Nevada)
) ss.
County of Lander)

Sadie Sullivan, Lander County Clerk of said Lander County, Nevada, being duly sworn, says, that on the 3rd day of June 2016, 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, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Sadie Sullivan

Sadie Sullivan, Lander County Clerk _____

Subscribed and sworn to before me this 3rd day of June 2016.

WITNESS Molly Gargett

Name of Agenda Amended Commissioner's Meeting

Date of Meeting June 9, 2016

A G E N D A

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

June 9, 2016

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M. Call to Order
Pledge of Allegiance
A Moment of Silence
Lander County Commissioners will break for lunch from 12:00 p.m. to 1:15 p.m.
Commissioner Reports on meetings, conferences and seminars attended.
Staff Reports on meetings, conferences and seminars attended.

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

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

*1. Approval of Agenda Notice June 9, 2016
*2. May 12, 2016 Meeting Minutes
*3. May 16, 2016 Special Meeting Minutes
*4. May 17, 2016 Special Meeting Minutes
*5. May 26, 2016 Meeting Minutes
*6. Payment of bills
*7. Payroll change request

"Lander County is an Equal Opportunity Provider"

COMMISSIONERS

*(1) Discussion for possible action regarding the request to transfer the 2016 Private Activity Bond Volume Cap (PABC) allocation to Nevada Rural Housing Authority (NRHA), and all other matters properly related thereto.

Public comment.

*(2) Discussion for possible action to schedule a Battle Mountain Town Hall Meeting, and all other matters properly related thereto.

Public comment

*(3) Discussion for possible action regarding a professional engineering services proposal from Day Engineering in an amount not to exceed $200,000 for the purple pipe system from well 6 to the Mountain View Golf Course and authorization for the Executive Director, and all other matters properly related thereto.

Public comment

AIRPORT

*(4) Discussion and possible action to authorize Keith Westengard, Lander County Executive Director, to submit the FAA Grant Application for the Austin Airport Master Plan, and all other matters properly related thereto.

Public comment

*(5) Discussion for possible action to approve/disapprove one of two bids received for the Austin Fueling System from L.A. Perks. A bid in the amount of $396,161.00 for the entire system (including the concrete secondary containment pad) or a bid in the amount of $344,936.00 without the concrete secondary containment pad, and all other matters properly related thereto.

Public comment

*(6) Discussion for possible action to approve/disapprove the bid received from Maxwell Asphalt for the Battle Mountain Airfield Pavement Rehabilitation project in the amount of $777,059.05 and to authorize Keith Westengard, Lander County Executive Director to submit the FAA Grant Application for the Battle Mountain Airfield Pavement Rehabilitation project and authorize the chair to sign, and all other matters properly related thereto.

Public comment

COMMISSIONERS

*(7) Discussion for possible action to ratify the Offer of Employment to Kimberly Schacht for the EMS South Coordinator or to explore other options, and all other matters properly related thereto.

Public comment.

*(8) Discussion for possible action regarding the operations, management and inventory of the Battle Mountain Civic Center, and all other matters properly related thereto.

Public comment.

RECESS THE MEETING OF THE LANDER COUNTY BOARD OF COMMISSIONERS AND CONVENE THE MEETING OF THE LANDER COUNTY LIQUOR BOARD

*(9) Discussion for possible action regarding issuance of an off-site liquor license to Raymond P. Etcheverry for Lander Hardware located at 404 East Front Street, Battle Mountain, NV 89820, and all other matters properly related thereto.

Public comment

ADJORN THE MEETING OF THE LANDER COUNTY LIQUOR BOARD AND RECONVENE THE MEETING OF THE LANDER COUNTY BOARD OF COMMISSIONERS

*(10) Update from the Army Corps of Engineers regarding status of the LEVEE project, and all other matters properly related thereto.

Public Comment

TREASURER

*(11) Discussion for possible action to choose a date of June 27, June 28, or June 29 for a special meeting for approval of tax funds and movement of monies to pay delinquent accounts, and all other matters properly related thereto.

Public comment.

COMMISSIONERS

*(12) Discussion for possible action to approve/disapprove the continuation of offering an additional option for HSA Contribution for Lander County Employees with/without dependents, and all other matters properly related thereto.

Public comment.

*(13) Discussion for possible action to approve/disapprove an agreement between Lander County and LP Insurance, Inc., and all other matters properly related thereto.

Public comment.

CLOSED SESSION

*(14) Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining

Agreement Article 26; Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association. No action will be taken during the Closed Personnel Session.

Public comment.

OPEN SESSION

*(15) Discussion regarding Closed Personnel Session pursuant to the Collective Bargaining Agreement Article 26; Grievance Procedure; Section 26.3: Procedures for filing a Step 3 grievance. This grievance is in regards to the interpretation of language in Article 12.6 of the Collective Bargaining Agreement between Lander County and the Lander County Law Enforcement Employees Association, and all other matters properly related thereto.

Public comment.

*(16) Update regarding the status of the Battle Mountain Recreational Center Project, and all other matters properly related thereto.

Public comment

DISTRICT ATTORNEY

*(17) Discussion for possible action to approve/disapprove the job description for the Lander County Human Resources Director, and all other matters properly related thereto.

Public comment

FINANCE

*(18) Discussion for possible action to approve Resolution 2016-06 directing apportionment of net proceeds received in the month of October 2015, and all other matters properly related thereto.

Public comment

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

Public comment

COMMISSIONERS

*(20) Correspondence/reports/potential upcoming agenda items.

Public comment

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

ADJOURN

*Denotes 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 Executive Director in writing at the Courthouse, 50 State Route 305, Battle Mountain, Nevada 89820, or call (775) 635-2885 at least one day in advance of the meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact Sadie Sullivan, Lander County Clerk, 50 State Route 305, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING
State of Nevada)
) ss.
County of Lander)

Sadie Sullivan, Lander County Clerk of said Lander County, Nevada, being duly sworn, says, that on the 3rd day of June 2016, 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, 4) Swackhamer's Plaza Bulletin Board, 5) Kingston Community Hall Bulletin Board, and 6) Austin Courthouse in said Lander County, where proceedings are pending.

Sadie Sullivan, Lander County Clerk Sadie Sullivan

Subscribed and sworn to before me this 3rd day of June 2016.

WITNESS

Name of Agenda Lander County Commission

Date of Meeting June 9, 2016

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83399

Nan Ancho
Finance Director

50 State Route 50 ⋖ ⋗ Battle Mountain, NV 89820
Phone: (775) 635-2573 ⋖ ⋗ Fax: (775) 635-9256

COUNTY OF LANDER

DALE W. SCOTT — AIRTIME COM

DATE	INVOICE	AMOUNT	REMARKS
05/25/16	150627	2,327.90	4-28-16 SAR PRTBL RADIOS

CHECK NO 83399 $2,327.90 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083399

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

DALE W. SCOTT

DATE	CHECK NO	AMOUNT
05/26/16 **VOID**	83399 **VOID**	$2,327.90 **VOID**

VOID******2,327DOLLARS AND90CENTS***

DALE W. SCOTT
496 RAWLINGS DR.

AIRTIME COM

SPRING CREEK NV 89815

NON-NEGOTIABLE

9514-90

LANDER COUNTY VOUCHER

Pay To: Airtime Communications
Address: 496 Rawlings Dr.
Spring Creek, NV 89815

Account #

Vender #: 209710
PO #:
Fund#
Dept Name: LCSO

DEPT# 012	EXPENSE ACCT# 53641	
Invoice #	**Invoice Description**	**Amount**
150627	SAR Portable Radios	$2,327.90

DEPT# 013	EXPENSE ACCT# 53920	
Invoice #	**Invoice Description**	**Amount**

DEPT#	EXPENSE ACCT#	
Invoice #	**Invoice Description**	**Amount**

TOTAL **$2,327.90**

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

Tom Unger
Authorized Signature

5-24-16
Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
MAY 24 2016
For Comptroller Use Only
L.C. FINANCE

Invoice # 150627

Airtime Communications

Order Date: April 28, 2016

Cust PO#:

Cust Exp DD:

Salesperson: SCOTTY

Accounting:

GM Approval:

496 Rawlings Dr.
Spring Creek, NV // Phone: (775) 359-3952

Billing Information

Payment Terms: _____ CC/PP: Check

Business Name: Lander County Sheriff's Office

Individual Name:

Address: #2 State Rt. 305

City, State, ZIP: Battle Mountain, NV 89820

Phone: _____ Fax: _____

Shipping Information

Business Name:

Address:

City, State, ZIP:

Delivery Instructions:

Line #	Qty	Model Number	Vendor	Description	Delivery Date	Unit Price	Extended Price
	10	TERA TR590		TERA DUAL BAND HANDHELD		$134.95	$1,349.50
	10	AAA-50		AAA CLAM SHELL BATTER HOLDER		$16.95	$169.50
	10	WXGAT-RV HG		HIGH GAIN DUAL BAND ANTENNA		$19.95	$199.50
	10	SPMD-50		HEAVY DUTY SPEAKER MIC		$39.95	$399.50
	1	CRG56		6-BY GANG CHARGER		$159.95	$159.95
	1	TERA-590-USB		TERA 590 USB PROGRAMMING SOFTWARE		$49.95	$49.95

Order #:		Date ENT:	Type	S/O #	Entered	Comp	Closed
PO#:		Date ORD:	Program S/O:				
Invoice #:		Date INV:	Install S/O:				

Equipment Total:	$2,327.90
Freight:	
0.000% Tax:	$0.00
Programming:	
Install:	
Total:	$2,327.90

Client Will Program

Install Contact Name & Number

Tera radios Airtime

REQUEST FOR PURCHASE
LANDER COUNTY SHERIFF'S OFFICE

BILLING ADDRESS	SHIPPING ADDRESS:	Federal Tax ID #: 88-6000093
Lander County Sheriff's Office	Lander County Sheriff's Office	Terms: NET30
Attn: Accounts Receivable	# 2 State Route 305	Telephone Numbers:
Post Office Box 1625	Battle Mountain, Nevada 89820	(775) 635-1100
Battle Mountain, Nevada 89820		FAX (775) 635-2577

EXPENDITURE LINE: 001-012-53641 **DATE:** 05/03/2016

EXPENDITURE LINE:

REQUESTED VENDER: Airtime Communications **P.O. #:** 3602

PHONE: (775) 359-3952 **FAX#:** **Contact:** Scotty

CONFIRMATION #: **Date Ordered:** 5/5/16 **Acct #:**

ORDER #	QTY	ITEM	SIZE COLOR	PRICE EACH	TOTAL
TERA TR590`	10	Tera Dual Band handheld		$ 134.95	$ 1,349.50
AAA-50	10	AAA Clam Shell Battery Holder		$ 16.95	$ 169.50
WXGAT-RV HG	10	High Gain Dual Band Antenne		$ 19.95	$ 199.50
SPMD-50	10	Heavy Duty Speaker Mic		$ 39.95	$ 399.50
CRG56	1	6- By Gang Charger		$ 159.95	$ 159.95
TERA-590-USB	1	Tera 590 USB Programming Software		$ 49.95	$ 49.95
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
					$ 0.00
				Sub Total	$ 2,327.90
				Freight and/or Shipping Costs	$ 0.00
				TOTAL COST	$ 2,327.90

REASON NEEDED: (Must be completed)

Replace SAR portable radios with a dual band (Ham and radio) radio

Employee Signature

Administrative Signature

myoung #179
Supervisor's Signature

5/3/16
Date

☑ Approved ☐ Denied

05/04/2016
Date

RWQ/20140320 – All previous versions are obsolete

From: "HRO Anaheim" <ordersana@hro.net>
Subject: Quote from Ham Radio Outlet
Date: Mon, March 28, 2016 4:20 pm
To: "myoung@landerso.org" <myoung@landerso.org>

This is an automated email with information regarding your Quote. Please do not reply to this e-mail...Ham Radio Outlet may not receive your reply.

Quote: 11-316705 28-Mar-16
Originating Store: Ham Radio Outlet - Anaheim
Salesperson: Janet Margelli
Customer: 31-009317

Bill To:
MICHELLE YOUNG
LANDER COUNTY SHERIFF
PO BOX 1625
BATTLE MOUNTAIN, NV 89820

Ship To:
MICHELLE YOUNG
LANDER COUNTY SHERIFF
2 STATE ROUTE 305
BATTLE MOUNTAIN, NV 89820

Qty	Model	Unit-Price	Extension	Shipment-Info
10	TR-590	134.95	1,349.50	- Best Way
1	TERA-590-USB	46.95	46.95	- Best Way
10	AAA-50	16.95	169.50	- Best Way
10	WXGAT-RV	19.95	199.50	- Best Way
10	SPMHD-50	39.95	399.50	- Best Way
1	CRG-56	159.95	159.95	- Best Way

2,324.90 Taxable
2,324.90 Total

Questions and comments should be directed to Janet Margelli at our Anaheim store at 800-854-6046.

A 15% restocking fee may be charged on returns.

This electronic-mail message contains confidential information intended only for the use of the individual or entity named. If the reader of this message is not the intended recipient, the reader is hereby notified that any dissemination, distribution, copying or other use of this message is strictly prohibited and is hereby instructed to destroy this copy of this message.

Legend for Shipment Info:
UPS GND,Fedex, etc. indicates carrier and priority used to ship your product
B/O indicates a back ordered item to be shipped when received by HRO
Vendor indicates the product will be shipping from the manufacturer directly to the shipping address.
Pick Up indicates item picked up at the originating store
Xfer indicates product to be shipped from another HRO store to the originating store
Rej indicates original ship request will be redirected to a another store

Store Abbreviations:
ANA - Anaheim, CA
ATL - Atlanta, GA
BNK - Burbank, CA
CO - Denver, CO
DEL - New Castle, DE
NH - Salem, NH
OAK - Oakland, CA
OR - Portland, OR
PHX - Phoenix, AZ
SD - San Diego, CA
SUN - Sunnyvale, CA
VA - Woodbridge, VA

From: "HRO Anaheim" <ordersana@hro.net>
Subject: Quote from Ham Radio Outlet
Date: Mon, March 28, 2016 4:25 pm
To: "myoung@landerso.org" <myoung@landerso.org>

This is an automated email with information regarding your Quote. Please do not reply to this e-mail...Ham Radio Outlet may not receive your reply.

Quote: 11-316708 28-Mar-16
Originating Store: Ham Radio Outlet - Anaheim
Salesperson: Janet Margelli
Customer: 31-009317

Bill To:
MICHELLE YOUNG
LANDER COUNTY SHERIFF
PO BOX 1625
BATTLE MOUNTAIN, NV 89820

Ship To:
MICHELLE YOUNG
LANDER COUNTY SHERIFF
2 STATE ROUTE 305
BATTLE MOUNTAIN, NV 89820

Qty	Model	Unit-Price	Extension	Shipment-Info
25	TR-590	134.95	3,373.75	- Best Way
1	TERA-590-USB	49.95	49.95	- Best Way
25	AAA-50	16.95	423.75	- Best Way
25	WXGAT-RV	19.95	498.75	- Best Way
25	SPMHD-50	39.95	998.75	- Best Way
1	CRG-56	159.95	159.95	- Best Way

5,504.90 Taxable
5,504.90 Total

Questions and comments should be directed to Janet Margelli at our Anaheim store at 800-854-6046.

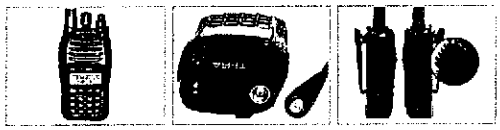
A 15% restocking fee may be charged on returns.

This electronic-mail message contains confidential information intended only for the use of the individual or entity named. If the reader of this message is not the intended recipient, the reader is hereby notified that any dissemination, distribution, copying or other use of this message is strictly prohibited and is hereby instructed to destroy this copy of this message.

Legend for Shipment Info:
UPS GND,Fedex, etc. indicates carrier and priority used to ship your product
B/O indicates a back ordered item to be shipped when received by HRO
Vendor indicates the product will be shipping from the manufacturer directly to the shipping address.
Pick Up indicates item picked up at the originating store
Xfer indicates product to be shipped from another HRO store to the originating store
Rej indicates original ship request will be redirected to a another store

Store Abbreviations:
ANA - Anaheim, CA
ATL - Atlanta, GA
BNK - Burbank, CA
CO - Denver, CO
DEL - New Castle, DE
NH - Salem, NH
OAK - Oakland, CA
OR - Portland, OR
PHX - Phoenix, AZ
SD - San Diego, CA
SUN - Sunnyvale, CA
VA - Woodbridge, VA

Good guy price



Powerwerx TR-590

Tera Dual Band VHF / UHF 200 Channel Hand Held Transceiver

HRO Discount Price: $149.95*

Buy It

*After Coupons & Promotions.

Tweet Share Add To Wish List

Available At These Ham Radio Outlet Locations

- [x] Anaheim, CA (locations.cfm?storeid=1)
- [x] Burbank, CA (locations.cfm?storeid=5)
- [x] New Castle, DE (locations.cfm?storeid=12)
- [x] Oakland, CA (locations.cfm?storeid=3)
- [x] Phoenix, AZ (locations.cfm?storeid=6)
- [x] Sunnyvale, CA (locations.cfm?storeid=2)
- [x] Woodbridge, VA (locations.cfm?storeid=7)
- [x] Atlanta, GA (locations.cfm?storeid=8)
- [x] Denver, CO (locations.cfm?storeid=10)
- [x] Salem, NH (locations.cfm?storeid=9)
- [x] Portland, OR (locations.cfm?storeid=11)
- [x] San Diego, CA (locations.cfm?storeid=4)
- [ ] Plano, TX (locations.cfm?storeid=20)

Description Hide

TERA TR-590 is a rugged, high-performance, simultaneous dual receive VHF/UHF commercial handheld transceiver with a six character back-lit alpha-numeric display providing up to 5 watts of RF power

True Dual Receive
Allows reception of two communication channels simultaneously (V+V, U+U & V+U) in dual receive mode. Single receive mode is also available

Dual Volume Knobs
Controls the main and sub band speaker audio independently. Ideal for critical communications.

200 Channels
Store up to 200 memory channels with back-lit LCD display. User programmable 6-character alpha-numeric display.

2 Year Warranty
Backed with an industry leading 2 year limited warranty. Supported and serviced in the USA.

Tech Specs
Memory Channels: 200 channels + 18 FM broadcast memory channels
Power Levels: 3 programmable power levels (VHF: 5/2/0.5W, UHF: 4/2/0.5W)
Battery: Operate 20+ hours between charges with the supplied 1600 mAh lithium ion battery in the power saver mode. Includes digital voltage display to monitor battery life.
Industries: Ideal for security patrols, business communications, schools, construction crews, universities, and other organizations that have FCC licensed frequencies.
Pre-programmed: Operational out of the box with 16 pre-programmed business channels. FCC 47CFR90.203 requires the keypad locked in the shipping configuration. Software keypad unlocking and re-programming are available with the optional USB Programming Cable.

Audio Output: 800 mW of loud speaker output for noisy environments
Quiet Tones: CTCSS/DCS tone squelch with split tone capability
Frequency Range VHF: 136-174 MHz, UHF: 400-470 MHz RX/TX

Package Includes Dual-band radio, lithium ion battery, desk charger, dual-band antenna, belt clip, user manual, wrist strap
Certifications FCC Part 90 certified

Manufacturer's Website (http://www.powerwerx.com)

Accessories and Related Items

From: "HRO Anaheim" <ordersana@hro.net>
Subject: Quote from Ham Radio Outlet
Date: Mon, March 28, 2016 4:25 pm
To: "myoung@landerso.org" <myoung@landerso.org>

This is an automated email with information regarding your Quote. Please do not reply to this e-mail...Ham Radio Outlet may not receive your reply.

Quote: 11-316707 28-Mar-16
Originating Store: Ham Radio Outlet - Anaheim
Salesperson: Janet Margelli
Customer: 31-009317

Bill To:
MICHELLE YOUNG
LANDER COUNTY SHERIFF
PO BOX 1625
BATTLE MOUNTAIN, NV 89820

Ship To:
MICHELLE YOUNG
LANDER COUNTY SHERIFF
2 STATE ROUTE 305
BATTLE MOUNTAIN, NV 89820

Qty	Model	Unit-Price	Extension	Shipment-Info
15	TR-590	134.95	2,024.25	- Best Way
1	TERA-590-USB	49.95	49.95	- Best Way
15	AAA-50	16.95	254.25	- Best Way
15	WXGAT-RV	19.95	299.25	- Best Way
15	SPMHD-50	39.95	599.25	- Best Way
1	CRG-56	159.95	159.95	- Best Way

3,386.90 Taxable
3,386.90 Total

Questions and comments should be directed to Janet Margelli at our Anaheim store at 800-854-6046.

A 15% restocking fee may be charged on returns.

This electronic-mail message contains confidential information intended only for the use of the individual or entity named. If the reader of this message is not the intended recipient, the reader is hereby notified that any dissemination, distribution, copying or other use of this message is strictly prohibited and is hereby instructed to destroy this copy of this message.

Legend for Shipment Info:
UPS GND,Fedex, etc. indicates carrier and priority used to ship your product
B/O indicates a back ordered item to be shipped when received by HRO
Vendor indicates the product will be shipping from the manufacturer directly to the shipping address.
Pick Up indicates item picked up at the originating store
Xfer indicates product to be shipped from another HRO store to the originating store
Rej indicates original ship request will be redirected to a another store

Store Abbreviations:
ANA - Anaheim, CA
ATL - Atlanta, GA
BNK - Burbank, CA
CO - Denver, CO
DEL - New Castle, DE
NH - Salem, NH
OAK - Oakland, CA
OR - Portland, OR
PHX - Phoenix, AZ
SD - San Diego, CA
SUN - Sunnyvale, CA
VA - Woodbridge, VA

Powerwerx
23695 Via Del Rio
Yorba Linda, CA 92887

Phone: 888-321-0073
Fax: 714-674-4949
www.powerwerx.com

QUOTE

Number: 1808740
Date: 02/12/2016

Bill to	
Lander County Sheriff SAR	Phone: 530-218-9057
Rick Gobel	Email: rick@gobelranch.com
2210 Allen Rd	
Battle Mountain, NV 89820 United States of America	

Ship to	
Lander County Sheriff SAR	Phone: 530-218-9057
Rick Gobel	Email: rick@gobelranch.com
2210 Allen Rd	
Battle Mountain, NV 89820 United States of America	

Ship via: UPS Ground

SKU	Description	Unit Price	Qty	Total Price
TR-590	TERA TR-590 Dual Band VHF/UHF 200 Channel Handheld Commercial Radio	$146.77	10	$1467.70
TERA-590-USB	TERA Advanced Programming Software & Cable Kit for TERA TR -590	$49.99	1	$49.99
AAA-50	TERA AAA-50 AAA Clam Shell Alkaline Battery Case	$16.99	10	$169.90
WXGAT-RV	High Gain Dual-Band 2m/440 Handheld Reverse SMA Antenna	$19.99	10	$199.90
SPMHD-50	TERA SPMHD-50 Heavy Duty Speaker Microphone	$39.99	10	$399.90

Subtotal:	$2287.39
Shipping:	$20.34
Tax:	$0.00
Total:	**$2307.73**

Note:
Shipping based on weight and zip code at time of order. Parts in stock and ready for immediate shipment.

Powerwerx
23695 Via Del Rio
Yorba Linda, CA 92887

Phone: 888-321-0073
Fax: 714-674-4949
www.powerwerx.com

QUOTE

Number: 0311154
Date: 01/06/2016

Bill to	
Lander County Sheriff SAR	Phone: 530-218-9057
Rick Gobel	Email: rick@gobelranch.com
2210 Allen Rd	
Battle Mountain, NV 89820 United States of America	

Ship to	
Lander County Sheriff SAR	Phone: 530-218-9057
Rick Gobel	Email: rick@gobelranch.com
2210 Allen Rd	
Battle Mountain, NV 89820 United States of America	

Ship via: UPS Ground

SKU	Description	Unit Price	Qty	Total Price
TR-590	TERA TR-590 Dual Band VHF/UHF 200 Channel Handheld Commercial Radio	$137.77	25	$3444.25
TERA-590-USB	TERA Advanced Programming Software & Cable Kit for TERA TR -590	$49.99	1	$49.99
AAA-50	TERA AAA-50 AAA Clam Shell Alkaline Battery Case	$15.47	25	$386.75
WXGAT-RV	High Gain Dual-Band 2m/440 Handheld Reverse SMA Antenna	$17.77	25	$444.25
SPMHD-50	TERA SPMHD-50 Heavy Duty Speaker Microphone	$37.77	25	$944.25

Subtotal:	$5269.49
Shipping:	$31.97
Tax:	$0.00
Total:	**$5301.46**

Note:

2/16/16-Revised Quote. **Shipping based on weight and zip code at time of order. Parts in stock and ready for immediate shipment.**

Categories

Batteries
Battery Accessories
Battery Chargers
Coax Cable
Coax Adapters
Coax Connectors
DC-12 Power Source Series
Fuse Holders
Radio Products
Fuses
Power Accessories
Powerpole Accessories
Powerpole Adapter Cables
Power Supplies
Powerpole Cables
Powerpole Connectors
Terminals and Splices
West Mountain Radio
Tools
Wire

PayPal CREDIT
Get more time to pay
Check out with PayPal and choose PayPal Credit

New Products

Precision Wire Stripping Tool, AWG 20, 18, 16, 14, 12 & 10
~~$10.31~~ $6.95
Add To Cart

Precision Wire Stripping Tool, AWG 30,28, 26, 24, 22 & 20
~~$10.31~~ $6.95
Add To Cart

Die Set, RG-8/U, RG-213/U, RG-214/U, LMR-400, Belden 9913
$14.95
Add To Cart

Home Radio Products TERA Dual Band Handhelds TERA Dual Band VHF/UHF 200 Channel Handheld Commercial Radio

TERA Dual Band VHF/UHF 200 Channel Handheld Commercial Radio

G+1

Price: $141.95
SKU: CR-TR-590
Brand: Powerwerx
Availability: Usually ships within 24 to 48 hours
Quantity: 1 Add to Cart

Product Description

Dual-band, 200 channel Part 90 commercial transceiver offers an incredible combination of power, size and battery life. Ideal for security, businesses, schools, restaurants and surveyors. 136-174/400-470 MHz, includes 1600 mAh Li-ion battery, desk charger.

TERA TR-590 is a rugged, high-performance, simultaneous dual receive VHF/UHF commercial handheld transceiver with a six character back-lit alpha-numeric display providing up to 5 watts of RF power.

True Dual Receive

Allows reception of two communication channels simultaneously (V+V, U+U & V+U) in dual receive mode. Single receive mode is also available.

Dual Volume Knobs

Controls the main and sub band speaker audio independently. Ideal for critical communications.

200 Channels

Store up to 200 memory channels with back-lit LCD display. User programmable 6-character alpha-numeric display.

2 Year Warranty

Backed with an industry leading 2 year limited warranty. Supported and serviced in the USA.

Tech Specs

Memory Channels	200 channels + 18 FM broadcast memory channels
Power Levels	3 programmable power levels (VHF: 5/2/0.5W, UHF: 4/2/0.5W)
Battery	Operate 22+ hours between charges with the supplied 1600 mAh lithium ion battery in the power saver mode. Includes digital voltage display to monitor battery life.
Industries	Ideal for security patrols, business communications, schools, construction crews, universities, and other organizations that have FCC licensed frequencies.
Pre-programmed	

Add to Wish List

Click the button below to add the TERA Dual Band VHF/UHF 200 Channel Handheld Commercial Radio to your wish list.

Add to Wish List

Related Products

Powerwerx DB-750X Dual Band VHF/UHF 750 Channel Commercial Mobile Radio
~~$319.99~~ $294.95

Powerwerx DB-16X Dual Band VHF/UHF 16 Channel Handheld Commercial Radio
~~$139.99~~ $119.95

TERA Dual Band Replacement Antenna
$13.95

TERA Dual Band VHF/UHF 16 Channel Handheld Commercial Radio
$112.95

TERA Radio to Radio Cloning Cable
$13.95

You Recently Viewed...

TERA Heavy Duty Nylon Windowed Case for TR-590
$26.95
Add To Cart

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83406

Nan Ancho
Finance Director

50 State Route 50 ≺ ≻ Battle Mountain, NV 89820
Phone: (775) 635-2573 ≺ ≻ Fax: (775) 635-9256

COUNTY OF LANDER

VICKI CLIFFORD

DATE	INVOICE	AMOUNT	REMARKS
05/25/16	5-25-16	38,792.00	PROFESSIONAL SERVICES

CHECK NO 83406 $38,792.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083406

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

DATE	CHECK NO.	AMOUNT
05/26/16 **VOID**	83406 **VOID**	$38,792.00 **VOID**

PAY TO THE ORDER OF

VICKI CLIFFORD

VOID****38,792DOLLARS AND00CENTS***

VICKI CLIFFORD
110 CORRAL COURT

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

9521-90

LANDER COUNTY VOUCHER

Pay To: **Vickie Clifford**
Address 110 Corral Court
Battle Mountain, NV 89820

VENDOR #	**209454**
FUND	001
DEPT	005
EXPENSE	59205

Date	Invoice Description	Dept #	Expense Acct #	Amount
05/25/2016	Professional Services	005	59205	$38,792.00
			TOTAL	**$38,792.00**

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

Becky Johnson — Authorized Signature

5/25/2016 — Date

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83407

Nan Ancho

Finance Director

50 State Route 50 ⋖ ⋗ Battle Mountain, NV 89820
Phone: (775) 635-2573 ⋖ ⋗ Fax: (775) 635-9256

COUNTY OF LANDER

CORE CONSTRUCTION — SERVICES OF NV. INC.

DATE	INVOICE	AMOUNT	REMARKS
05/26/16	APP#4 16-01-002 FA20	87,446.82	5-31-16 MNT VIEW GOLF CRS

CHECK NO 83407 $87,446.82 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083407

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

CORE CONSTRUCTION

DATE	CHECK NO.	AMOUNT
05/26/16 **VOID**	83407 **VOID**	$87,446.82 **VOID**

VOID*****87,446DOLLARS AND82CENTS***

CORE CONSTRUCTION
7150 CASCADE VALLEY COURT

LAS VEGAS NV 89128

SERVICES OF NV. INC.

NON-NEGOTIABLE

VF#209163 9627-90

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Lander County
50 State Route 305
Battle Mountain, NV 89820

Project: 16-01-002 Battle Mountain Rec Ph 1 - Mountain View Golf Course
50 State Route 305
Battle Mountain, NV 89820

Application No. 4
Period To: 5/31/2016

Distribution to :
[X] Owner
[X] Architect
[X] Contractor
[ ] Construction Manager
[ ]

From Contractor: CORE Construction Services of Nevada, Inc.
7150 Cascade Valley Court
Las Vegas, NV 89128

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum		$1,582,416.00
2. Net Change By Change Order		$191,594.00
3. Contract Sum To Date		$1,774,010.00
4. Total Completed and Stored To Date		$1,693,615.24
5. Retainage:		
a. 0.65% of Completed Work	$11,074.75	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$11,074.75
6. Total Earned Less Retainage		$1,682,540.49
7. Less Previous Certificates For Payments		$1,595,093.67
8. Current Payment Due		$87,446.82
9. Balance To Finish, Including Retainage		$91,469.51

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$191,594.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$191,594.00	$0.00
Net Changes By Change Order	**$191,594.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: CORE Construction Services of Nevada, Inc.

By: Casey Clark Date: **5/25/2016**

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect's Rep certifies to the Owner that to the best of his knowledge, this payment application accurately reflects the progression of work and that the quality of the work is in accordance with the Contract Documents, and the contractor is entitle to

AMOUNT CERTIFIED $ 87,446.82

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 5/26/16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

055-000-54010 FA20

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4
Application Date : 05/25/16
To: 05/31/16
Architect's Project No.:

Contract : 16-01-002 Battle Mountain Rec Ph 1 - Mountain View Golf Course

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
01 - General Conditions									
01000	General Conditions	51,519.00	43,791.15	3,606.33	0.00	47,397.48	92.00%	4,121.52	2,369.88
	01 - General Conditions **Subtotal**	**51,519.00**	**43,791.15**	**3,606.33**	**0.00**	**47,397.48**	**92.00%**	**4,121.52**	**2,369.88**
02 - Site Improvements									
02000	Earthwork, Irrigation, and Landscaping	1,263,280.00	1,218,235.00	32,412.20	0.00	1,250,647.20	99.00%	12,632.80	7,222.35
	02 - Site Improvements **Subtotal**	**1,263,280.00**	**1,218,235.00**	**32,412.20**	**0.00**	**1,250,647.20**	**99.00%**	**12,632.80**	**7,222.35**
03 - Contingency									
02100	CMAR Contingency	57,614.00	0.00	0.00	0.00	0.00	0.00%	57,614.00	0.00
02101	CUA #1 - Nimbus Weather Station	13,462.00	13,462.00	0.00	0.00	13,462.00	100.00%	0.00	673.10
02102	CUA #2 - Additional Paving and Valves	47,605.00	0.00	42,844.50	0.00	42,844.50	90.00%	4,760.50	0.00
	03 - Contingency **Subtotal**	**118,681.00**	**13,462.00**	**42,844.50**	**0.00**	**56,306.50**	**47.44%**	**62,374.50**	**673.10**
04 - Fixed Contract Expenses									
03000	Payment and Performance Bond	12,026.00	12,026.00	0.00	0.00	12,026.00	100.00%	0.00	0.00
03100	General Liablity	25,001.00	25,001.00	0.00	0.00	25,001.00	100.00%	0.00	0.00
03200	Subcontractor Default Insurance	20,729.00	20,729.00	0.00	0.00	20,729.00	100.00%	0.00	0.00
03300	Warranty Service	26,775.00	26,239.50	535.50	0.00	26,775.00	100.00%	0.00	334.69
03400	State Commerce Tax	1,108.00	1,108.00	0.00	0.00	1,108.00	100.00%	0.00	0.00
	04 - Fixed Contract Expenses **Subtotal**	**85,639.00**	**85,103.50**	**535.50**	**0.00**	**85,639.00**	**100.00%**	**0.00**	**334.69**
05 - Change Orders									
05000	Owner Change Orders	191,594.00	191,594.00	0.00	0.00	191,594.00	100.00%	0.00	0.00
	05 - Change Orders **Subtotal**	**191,594.00**	**191,594.00**	**0.00**	**0.00**	**191,594.00**	**100.00%**	**0.00**	**0.00**
06 - Contractor's Fee									
04000	Contractor's Fee	63,297.00	53,802.45	8,228.61	0.00	62,031.06	98.00%	1,265.94	474.73
	06 - Contractor's Fee **Subtotal**	**63,297.00**	**53,802.45**	**8,228.61**	**0.00**	**62,031.06**	**98.00%**	**1,265.94**	**474.73**
	Grand Totals	**1,774,010.00**	**1,605,988.10**	**[illegible]7.14**	**0.00**	**1,693,615.24**	**95.47%**	**80,394.76**	**[illegible]1,074.75**

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83409

Nan Ancho
Finance Director

50 State Route 50 ⋖ ⋗ Battle Mountain, NV 89820
Phone: (775) 635-2573 ⋖ ⋗ Fax: (775) 635-9256

COUNTY OF LANDER

DOUGLAS COOK — DOUGLAS COOK PAINTING

DATE	INVOICE	AMOUNT	REMARKS
05/25/16	MAY 20, 2016	4,500.00	GOLF COURSE INTR. PAINT

CHECK NO 83409 $4,500.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083409

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

DOUGLAS COOK

DATE	CHECK NO.	AMOUNT
05/26/16 **VOID**	83409 **VOID**	$4,500.00 **VOID**

VOID******4,500DOLLARS AND00CENTS***

DOUGLAS COOK
PO BOX 2651

BATTLE MOUNTAIN NV 89820

DOUGLAS COOK PAINTING

NON-NEGOTIABLE

VH#209279

DOUGLAS COOK PAINTING
P.O. BOX 2651
GARDNERVILLE NV. 89461
(775) 720-2613

9523-90

Contractors Invoice

TO: LANDER COUNTY
ATTN: ANNA

WORK PERFORMED AT: BATTLE MTN GOLF COURSE

DATE: MAY 20 2016

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

INTERIOR PAINTING

WIPE ENTIRE KITCHEN WITH TSP TO REMOVE GREASE. PRIME KITCHEN WITH OIL BASE PRIMER.

REMOVE WALLPAPER BORDER. SAND, PUTTY AND CAULK ALL TRIM AND DOORS.

SPRAY ALL TRIM AND DOORS WITH SEMI GLOSS ENAMEL.

SPRAY AND BACK ROLL INSIDE OF GOLF COURSE WALLS AND CEILINGS WITH EGGSHELL ENAMEL.

TOTAL BILL $4500.00

THANK YOU

Douglas Cook

RECEIVED
MAY 20 2016
L.C. FINANCE

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of 4500 FOURTY FIVE HUNDRED Dollars ($ 4500). PAYMENT DUE ON COMPLETION

This is a ☐ Partial ☐ Full invoice due and payable by: _____ (Month) _____ (Day) _____ (Year)

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____ (Month) _____ (Day) _____ (Year)

adams TC8122 11-12

Purchase Order
Lander County

Purchase Order No: 12280
Check To: Douglas Cook Painting
Address: P.O. Box 2651

Gardnerville, Nevada 89461
Phone: 775-220-2613
Fax:

Date Ordered 5.20.2016
Department: **Building Maintenance**
Address: 315 South Humboldt Street
Battle Mountain, NV 89820

Phone: 775 635 2860
Fax: 775 635 1120

Account To Charge						
Fund	Dept	Account	Description	Quantity	Unit Price	Amount
001	009	53560	**Golf Course Club House**			
			Paint interior			
			Materials			
			Labor			$4,500.00
			Sub-total			
			Freight/Miscellaneous Charges			
					Total Charges	$4,500.00

Additional notes or instructions: Please Deliver to:

Submit Invoice to Finance Department, 50 State Route 305, Battle Mountain, Nevada 89820

Elected Official or County Manager's Signature

x Ann Lincoln
Department Head or Authorized Signature

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83419

Nan Ancho
Finance Director

50 State Route 50 ≺ ≻ Battle Mountain, NV 89820
Phone: (775) 635-2573 ≺ ≻ Fax: (775) 635-9256

COUNTY OF LANDER

LEXIPOL LLC

DATE	INVOICE	AMOUNT	REMARKS
05/26/16	16541	2,500.00	5-1-16 ANNUAL SUBSCRIPTIO

CHECK NO 83419 $2,500.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083419

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

LEXIPOL LLC

DATE	CHECK NO.	AMOUNT
05/26/16 **VOID**	83419 **VOID**	$2,500.00 **VOID**

VOID*****2,500DOLLARS AND00CENTS***

LEXIPOL LLC
6 B LIBERTY STE 200

ALISO VIEJO CA 95656

NON-NEGOTIABLE

9653-90

LANDER COUNTY VOUCHER

Pay To: Lexipol LLC
Address: 6 B Liberty Suit 200
Aliso Viejo, CA 92656

Account #

Vender #: 208729
PO #:
Fund# 001
Dept Name: LCSO

DEPT# 012	EXPENSE ACCT# 53560	
Invoice #	**Invoice Description**	**Amount**
16541	Annual Subscription	$2,500.00

DEPT#	EXPENSE ACCT#	
Invoice #	**Invoice Description**	**Amount**

DEPT#	EXPENSE ACCT#	
Invoice #	**Invoice Description**	**Amount**

TOTAL **$2,500.00**

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

Ron Unger
Authorized Signature

5-24-16
Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
MAY 24 2016
LC FINANCE
For Comptroller Use Only

012-53920

Invoice

Lexipol
PREDICTABLE IS PREVENTABLE

Lexipol, LLC
6 B Liberty, Suite 200
Aliso Viejo, CA 92656

Date	Invoice #
5/1/16	16541

Bill To

Lander County Sheriff's Office
Attn: Accounts Payable
2 State Rte 305
Battle Mountain, NV 89820

Due Date
5/31/16

Description
The one year custody policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. 06/01/2016 - 05/31/2017

RECEIVED
MAY 1 [illegible] 2016
[illegible]

Thank you!		**Total**	$2,500.00
Phone #	949-484-4444	Terms and Conditions: All services are payable in full within thirty (30) days from the invoice date.	
Fax #	949-484-4443		

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83421

Nan Ancho
Finance Director

50 State Route 50 ≺ ≻ Battle Mountain, NV 89820
Phone: (775) 635-2573 ≺ ≻ Fax: (775) 635-9256

COUNTY OF LANDER

MIDWAY MARKET

LAKE'S MARKET INC.

DATE	INVOICE	AMOUNT	REMARKS
05/26/16	ACCT1134 LC SHERIFF	304.22	APRIL 2016 KITCHEN

CHECK NO 83421 $304.22 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083421

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

MIDWAY MARKET

DATE	CHECK NO.	AMOUNT
05/26/16 **VOID**	83421 **VOID**	$304.22 **VOID**

VOID*******304DOLLARS AND22CENTS***

MIDWAY MARKET
P.O. BOX 580

BATTLE MOUNTAIN NV 89820

LAKE'S MARKET INC.

NON-NEGOTIABLE

9636-90

LANDER COUNTY VOUCHER

Pay To: Midway Market
Address: 975 Broyles Ranch Road
Battle Mountain, Nevada

Account # 1134

Vender #: 2500
PO #:
Fund# 001
Dept Name: LCSO

DEPT# 013	EXPENSE ACCT# 53700	
Invoice #	**Invoice Description**	**Amount**
April 2016	Kitchen (verified by J. White)	$304.22

DEPT# 014	EXPENSE ACCT# 53920	
Invoice #	**Invoice Description**	**Amount**

DEPT# 013	EXPENSE ACCT# 53700	
Invoice #	**Invoice Description**	**Amount**

TOTAL **$304.22**

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

Jon Unger
Authorized Signature

5-24-16
Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
MAY 24 2016
For Comptroller Use Only
L.C. FINANCE

Store Address
Midway Market 975 Broyles Ranch Rd Battle Mountain NV 89820 775-635-2406

Statement

From: 04/01/2016 - 04/30/2016
LC SHERIFF KITCHEN
Account #: 1134
Amount Due: $ 646.79
Payment Due: 05/02/2016

Bill To
LC SHERIFF KITCHEN P O BOX 1625 BATTLE MOUNTAIN NV 89820

Remit Payment To
Midway Market 975 Broyles Ranch Rd Battle Mountain NV 89820 775-635-2406

RECEIVED
MAY 1 2016

Balance Forward: $ 753.17

Date	Activity	Transaction ID	PO/Check Number	Adjustment Code		Subtotal	Tax	Total
04/01/16	Invoice	03-235423				$ 54.74	$ 0.00	$ 54.74
	RED DEL APPL SM			37.29	F			
	Freight/Rent/Deposit			5.89				
	Dairy			11.56	F			
04/02/16	Invoice	02-557176				$ 10.37	$ 0.00	$ 10.37
	BANANAS			5.64	F			
	BANANAS			1.77	F			
	WF CHILI BEANS			1.09	F			
	WF CHILI BEANS			1.09	F			
	WF WORCESTERSHIRE SA			1.49	F			
	KRAFT THICK AND SPIC			1.89	F			
04/06/16	Invoice	01-817732				$ 14.43	$ 0.00	$ 14.43
	LETTUCE			1.49	F			
	CARROTS 5 LB BAG			3.79	F			

0 - 15 Days	16 - 30 Days	31 - 45 Days	46 - 60 Days	61 - 90 Days	91+ Days
$ 101.25	$ 202.97	$ 240.63	$ 101.94	$ 0.00	$ 0.00

Due: $ 646.79

Continued On Next Page

Statement

From: 04/01/2016 - 04/30/2016
LC SHERIFF KITCHEN
Account #: 1134
Amount Due: $ 646.79
Payment Due: 05/02/2016

Balance Forward: $ 753.17

Date	Activity	Transaction ID	PO/Check Number	Adjustment Code	Subtotal	Tax	Total
04/15/16	Invoice	01-827068			$ 4.86	$ 0.00	$ 4.86
	BANANAS		4.99	F			
	CELERY		1.09	F			
04/16/16	Invoice	01-828228			$ 9.48	$ 0.00	$ 9.48
	BANANAS		3.47	F			
	BANANA		4.11	F			
	CABBAGE GREEN		2.22	F			
	ONION YELLOW		2.05	F			
04/21/16	Invoice	01-833381			$ 7.20	$ 0.00	$ 7.20
	BANANAS		6.12	F			
	BANANAS		2.89	F			
04/23/16	Invoice	01-835497			$ 4.18	$ 0.00	$ 4.18
	WF 2 % MILK		2.09	FW			
	WF 2 % MILK		2.09	FW			

0 - 15 Days	16 - 30 Days	31 - 45 Days	46 - 60 Days	61 - 90 Days	91+ Days
$ 101.25	$ 202.97	$ 240.63	$ 101.94	$ 0.00	$ 0.00

Due: $ 646.79

Continued On Next Page

Statement

From: 04/01/2016 - 04/30/2016
LC SHERIFF KITCHEN
Account #: 1134
Amount Due: $ 646.79
Payment Due: 05/02/2016

Balance Forward: $ 753.17

Date	Activity	Transaction ID	PO/Check Number	Adjustment Code	Subtotal	Tax	Total
	Discount		7.00	F			
04/18/16	Payment	P-1941	82913		$ -405.64	$ 0.00	$ -405.64
04/30/16	Fin. Chg	F-686			$ .40	$ 0.00	$ .40

0 - 15 Days	16 - 30 Days	31 - 45 Days	46 - 60 Days	61 - 90 Days	91+ Days
$ 101.25	$ 202.97	$ 240.63	$ 101.94	$ 0.00	$ 0.00

Due: $ 646.79

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83438

Nan Ancho
Finance Director

50 State Route 50 ⋖ ⋗ Battle Mountain, NV 89820
Phone: (775) 635-2573 ⋖ ⋗ Fax: (775) 635-9256

COUNTY OF LANDER

JONES WEST FORD

DATE	INVOICE	AMOUNT	REMARKS
01/16	1000507/52903 FA38	34,608.25	2016 FORD F250

CHECK NO 83438 $34,608.25 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083438

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

JONES WEST FORD

DATE	CHECK NO.	AMOUNT
06/02/16 **VOID**	83438 **VOID**	$34,608.25 **VOID**

VOID*****34,608DOLLARS AND25CENTS***

JONES WEST FORD
P.O. BOX 12970

RENO NV 89510-

NON-NEGOTIABLE

9691-01

LANDER COUNTY VOUCHER

Pay To: Jones West Ford
Address: P.O. Box 12970
Reno, NV

Account #

Vender #: 5331
PO #: 3538
Fund# 001
Dept Name: LCSO

DEPT# 029-000-	EXPENSE ACCT# 54010 FA-38	
Invoice #	**Invoice Description**	**Amount**
1000507	F-250 Pick-Up	$34,608.25

DEPT#	EXPENSE ACCT#	
Invoice #	**Invoice Description**	**Amount**

DEPT#	EXPENSE ACCT#	
Invoice #	**Invoice Description**	**Amount**

TOTAL **$34,608.25**

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

Authorized Signature

05/31/2016
Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
MAY 31 2016
L.C. FINANCE

For Comptroller Use Only

Invoice # 1000507

JONES-WEST FORD

Sales • Service • Used Cars & Trucks

3600 KIETZKE LANE
RENO, NV 89502

P.O. BOX 12970
RENO, NV 89510

775-829-3207 Direct
775-829-3364 Fax

bfletcher@jwford.com

DEAL # 56834

Customer # 52903

Sold to: LANDER COUNTY SHERIFF

Address: # 2 STATE ROUTE 305

City, State & Zip Code: BATTLE MOUNTAIN NV 89820

VIN	Year	Make	Model
1FT7W2B6XGEC63247	2016	FORD	F-250
Salesperson	**Deal #**	**Stock #**	**PO #**
FLETCHER,WILLIAM	56834	6421L	3538

VEHICLE COST:	34579.00
TAXES:	
REGISTRATION FEES:	
TITLE FEES:	29.25
ACCESSORIES:	
DOC FEE:	
TOTAL DUE:	34608.25
REBATE:	
TOTAL AMOUNT DUE:	34608.25

Thank you for your business!

REQUEST FOR PURCHASE
LANDER COUNTY SHERIFF'S OFFICE

BILLING ADDRESS
Lander County Sheriff's Office
Attn: Accounts Receivable
Post Office Box 1625
Battle Mountain, Nevada 89820

SHIPPING ADDRESS:
Lander County Sheriff's Office
2 State Route 305
Battle Mountain, Nevada 89820

Federal Tax ID #: 88-6000093
Terms: NET30
Telephone Numbers:
(775) 635-1100
FAX (775) 635-2577

EXPENDITURE LINE: _____ **DATE:** 01/15/2016

EXPENDITURE LINE: 029-000-54010 FA-38

REQUESTED VENDER: Jones West Ford **P.O. #:** 3538

PHONE: (775) 829-3207 **FAX#:** (775) 829-3364 **Contact:** Bill Fletcher

CONFIRMATION #: _____ **Date Ordered:** 01/15/2016 **Acct #:** _____

ORDER #	QTY	ITEM	SIZE COLOR	PRICE EACH	TOTAL
W2A/W2B	1	2016 Ford F-250 2.13, Truck, 3/4 Ton, Full Size,	White	$ 25,899.00	$ 25,899.00
		Crew Cab, Shortbed			$ 0.00
XLT	1	XLT Package		$ 3,313.00	$ 3,313.00
	1	Four Wheel Drive (4x4)		$ 2,536.00	$ 2,536.00
	1	Limited Slip Differential		$ 333.00	$ 333.00
	1	Skid Plate AND Rear Stabilizer Bar		$ 222.00	$ 222.00
	1	All Terrain Tires		$ 389.00	$ 389.00
	1	Uplifter Switches		$ 107.00	$ 107.00
	1	Electronic Shift on the Fly		$ 158.00	$ 158.00
	1	Cab Steps AND Tailgate Assist & Step	Black	$ 636.00	$ 636.00
	1	SYNC (Hands Free Phone)		$ 386.00	$ 386.00
	2	Additional Remote Keys Fob AND Door Only Keys		$ 300.00	$ 600.00
	1	NV Title Fee		$ 29.25	$ 29.25
				Sub Total	$ 34,608.25
				Freight and/or Shipping Costs	$ 0.00
				TOTAL COST	$ 34,608.25

REASON NEEDED: (Must be completed)

Replacement patrol vehicle. Nevada State Purchasing Pricing, BID 8255

Employee Signature _____ Supervisor's Signature _____ Date _____

Administrative Signature _____ ☒ Approved ☐ Denied Date 01/15/2016

RWQ/20140320 – All previous versions are obsolete

STANDARD PAGE/COST MATRIX ~ BID #8255 FLEET VEHICLES ~ UPDATED 2015-0327

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)	2.13, TRUCK, 3/4TON, FULLSIZE, CREW CAB, SHORTBED	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:	**Base Price for RENO/CARSON CITY**	**Base Price for LAS VEGAS**
2016 FORD F-250 (W2A/W2B)	$25,889	$26,189

State vehicle miles per gallon (MPG): ***NA (EXEMPT)***

State manufactures warranty: ***3 YRS/36000 MILES***

Specify alternate fuel engine size and emission rating: ***6.2L V8 GAS SOHC EFI FLEX FUEL***

Includes Minimum Standard Equipment Listed: ***X*** **Yes** ____ **No If no, state exceptions:**

Exterior Color: List available colors: ***(CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)***

BLUE JEANS CC/M	N1	STERLING GRAY CC/M	UJ
VERMILLION RED CC	F1	INGOT SILVER CC/M	UX
GREEN GEM CC/M	W6	OXFORD WHITE CC	Z1
TUXEDO BLACK CC/M	UH	PALE ADOBE CC/M	LQ

Seats, Cloth: List available colors:

GREY		

GVW: ***9400#*** (When Applicable)	**WHEELBASE: 156"** (When Applicable)

OPTION PACKAGE PAGE ~ BID #8255 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)	2.13, TRUCK, 3/4TON, FULLSIZE, CREW CAB, SHORTBED	
Option Package Name/Code:	XLT	$3,313
List Equipment Features Below:	INCL. 40/20/40 CLOTH BENCH, A/C, AM/FM/CD, CARPET, CRUISE,	
TILT & POWER WINDOWS/LOCKS, HEATED TOW MIRRORS, TRAILER BRAKE CONTROLLER (TBC)		

ITEMIZED OPTIONS PAGE ~ BID #8255 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan: Full size; 4 door; 6 passenger)	2.13, TRUCK, 3/4TON, FULLSIZE, CREW CAB, SHORTBED	
		DEDUCT AMOUNT
ABS Brake System	$ INCL.	$-
Air Conditioning	$ INCL.	$-
Cruise Control	$ INCL.	$-
Diesel Engine (6.7L 4V V8)	$7,229	$-
Engine Block Heater	$64	$-
Four Wheel Drive (4x4)	$2,536	$-
Heavy Duty Alternator (200A; DIESEL ONLY)	$64	$-
Hitch Receiver	$ INCL.	$-
Integrated Trailer Brake	$ INCL. w/TBC	$-
Keyless Entry w/Fob	$ INCL. w/ PWR WINDOWS	$-
Limited Slip Differential	$333	$-
Paint, Metallic	$ OPTIONAL N/C	$-
Power Mirrors	$ INCL. w/ PWR WINDOWS	$-
Power Locks	$ INCL. w/ PWR WINDOWS	$-

Power Seat, DRIVER ONLY	$ 826 (XLT ONLY)	$-
Power Windows	$942	$-
Radio; AM/FM Stereo, CD	$ INCL.	$-
Rear Window Wiper	$ NA	$-
Seats, Vinyl Vinyl Colors: TAN OR GREY	$ NC	
Skid Plate (4WD ONLY)	$85	$-
Tilt Steering	$ INCL.	$-
Tire, Spare, Full Size	$ INCL.	$-
Trailer Tow Mirrors	$ INCL.	$-
Trailer Tow Package	$ INCL.	$-

ITEMIZED OPTIONS PAGE ~ BID #8255FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: (i.e. 1.1 Sedan; Full size; 4 door; 6 passenger)	2.13, TRUCK, 3/4TON, FULLSIZE, CREW CAB, SHORTBED	
Other:		
6.2L V8 GAS SOHC EFI FLEX FUEL	$ INCL.	$-
40/20/40 SPLIT BENCH SEAT	$ INCL.	$-
ALL TERRAIN TIRES	$389	$-
DUAL ALTERNATORS (355A; DIESEL ONLY)	$324	$-
REAR STABILIZER BAR	$137	$-
ELECTRONIC SHIFT ON FLY (4WD ONLY)	$158	$-
SNOW PLOW PREP PKG	$73	$-
CAB STEPS, BLACK	$316	$-
UPFITTER SWITCHES	$107	$-
TRANSMISSION PTO	$239	$-
TAILGATE ASSIST & STEP	$320	$-
TRAILER BRAKE CONTROLLER (TBC)	$230	$-
SPRAY-IN BEDLINER	$405	$-
DAYTIME RUNNING LIGHTS	$38	$-
SYNC (HANDS FREE PHONE)	$386	$-
Other:	$	$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) $ 300 per unit ~~mile~~.

NAN ANCHO
Lander County Finance Director

LANDER COUNTY COMMISSION MEETING

June 9, 2016

APPROVE

Check #83441

Nan Ancho
Finance Director

50 State Route 50 ≺ ≻ Battle Mountain, NV 89820
Phone: (775) 635-2573 ≺ ≻ Fax: (775) 635-9256

COUNTY OF LANDER

STEPHEN PRIEST

DATE	INVOICE	AMOUNT	REMARKS
/01/16	PER DIEM ADVANCE	241.00	6-10-16 BICYCLE PATROL

CHECK NO 83441 $241.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 083441

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

STEPHEN PRIEST

DATE	CHECK NO.	AMOUNT
06/02/16 **VOID**	83441 **VOID**	$241.00 **VOID**

VOID*******241DOLLARS AND00CENTS***

STEPHEN PRIEST
940 SHEEP CREEK RD

BATTLE MOUNTAIN NV 89820

NON-NEGOTIABLE

9L95-01

LANDER COUNTY VOUCHER

Pay To: Stephen Priest
Address: LCSO
Battle Mountain, NV 89820

Account #

Vender #: 209055
PO #:
Fund# 001
Dept Name: LCSO

DEPT# 012	EXPENSE ACCT# 53940	
Invoice #	**Invoice Description**	**Amount**
DOT: 6/5/16	Bicycle Patrol	$241.00

DEPT# 013	EXPENSE ACCT# 53920	
Invoice #	**Invoice Description**	**Amount**

DEPT#	EXPENSE ACCT#	
Invoice #	**Invoice Description**	**Amount**

TOTAL **$241.00**

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

Authorized Signature

05/31/2016
Date

COUNTY COMMISSION APPROVAL

Chairman

RECEIVED
MAY 31 2016
For Comptroller Use Only

L.C.

Lander County Sheriff's Office

Per Diem Advance Request

Revised 20160415

Date Request Initiated: 05/24/2016

Total Requested Advance: $ 241.00

Prepared By: Becky Wiley

Employee Name: Priest, Stephen

Employee ID#: L342

Travel Date(s) / Time(s): Start Date 06/05/2016 Start Time 1800 Return Date 06/10/2016 Return Time 2000

Reason for Travel: Bicycle Patrol

Training Location: Regional Public Safety training Center

Training Confirmation#: email attached

Training Contact Name & Number: 775-789-5417

CALCULATIONS

Lodging

Location of Lodging: Reno, NV

Hotel Information: Atlantis

Hotel Confirmation Number: 5P3JP

Sharing Room with: Feliciano, J

Check-In Date: 06/05/2016

Check-Out Date: 06/10/2016

Per day Per Diem Rate: _____ x # of Days: _____ = Total: $ 0.00 / Rate based on GSA rates located at http://www.gsa.gov

RECEIVED

MAY 31 2016

LANDER COUNTY

Travel

● Government Vehicle: 12

○ Private Vehicle (Voluntary): May Voluntarily Use Fuel Card **FUEL CARD PROVIDED #: _____ (Signed Card Agreement)

○ Private Vehicle (No Government Vehicle Available) Rate: $ 0.000 x Total Miles: _____ = Total: $ 0.00

○ Other Attendee Driving ○ None, Employee required/volunteered to supply travel at their expense.

○ Air: Airline: _____ Confirmation #: _____

Private Vehicle (Voluntary)

** **WHEN A FUEL CARD ONLY IS PROVIDED, EMPLOYEES MUST START WITH A FULL FUEL TANK AT THEIR EXPENSE. TRAVEL USING THE PROVIDED FUEL CARD. MAKE NO NON-BUSINESS TRIPS. AND, FUEL WITH THE PROVIDED FUEL CARD UPON THEIR RETURN.**

Meals

Meal Rates: (B) Breakfast: $ 11.00 (L) Lunch: $ 12.00 (D) Dinner: $ 21.00

Date	B	L	D	Date	B	L	D	Date	B	L	D	Date	B	L	D
06/05/2016			1												
06/06/2016	1	1	1												
06/07/2016	1	1	1												
06/08/2016	1	1	1												
06/09/2016	1	1	1												
06/10/2016	1	1	1												

Meals: (B): 5 (L): 5 (D): 6 x Rates: (B): $ 55 (L): $ 60 (D): $ 126 TOTAL MEAL PER DIEM: $ 241

NOTES:

Employee 5/24/16 Date

Administration Approval 05/31/2016 Date

Lander County Sheriff's Office

Request for Training

NOTE: *An Outline or Training Announcement must accompany this request.*

☑ Employee Requested ☐ Agency Directed

Employee Name: Priest, Stephen Request Date: 5/16/2016/2016

Division: Patrol Hours of online training completed in the previous 30 days? 3

COURSE INFORMATION

Course Title: Bicycle Patrol Course Training Hours: 40

Training Location: RPSTC Course Dates/Times 6/6/-6/9 1300-2300 6/10 1000-2000

Depart Date/Time: 6/5/2016 1800 Return Date/Time: 6/10/2016 after class

Are you willing to pay the cost of tuition to attend this training?	☐ Yes	☐ No	☑ No Cost
Are you willing to pay the costs associated with traveling to attend the training?	☑ Yes	☐ No	☐ No Cost
Are you willing to pay the costs of meals associated with attending this training?	☑ Yes	☐ No	☐ No Cost
Are you willing to pay the costs associated with lodging to attend this training	☑ Yes	☐ No	☐ No Cost

If this training is employee requested, I agree and understand that I am not authorized overtime.
I understand and agree: (Initials) SP ☐ **N/A** (Agency Directed Training)

I understand and agree that I WILL NOT be compensated for meal breaks. If my regularly scheduled hours are under my normally scheduled pay period amount, I will need to make up the shortage through working additional hours during the pay period or use accrued leave. (Civilian must be same **work week**)
I understand and agree: (Initials) SP

How will this training improve your work performance and benefit the Agency as a whole?

This class will improve my knowledge and experience will patrolling on a Bicycle. This class will also certify me to be able begin the bicycle patrol program at the Sheriff's Office

Supervisor Recommendation: Initials: CaC ☐ Approve ☒ Deny Date: 5/16/16

Meets training plan objectives? Yes / No Recommend plan override :(why?) Yes / No N/A

Scheduling conflict w/ mandatory Range.

(Approved) SP

Administrative review: Initials: RWQ ☑ Approve ☐ Deny Date: 05/17/2016

Travel clerk notes: Atlantis 5P3JP

201507/RWQ/ALL PREVIOUS VERSIONS ARE OBSOLETE

RPSTC
Regional Public Safety Training Center

Bicycle Patrol

Nevada POST Certified-40 Hours

WHEN: **June 06– 09/1300-2300hrs. and June 10, 2016 1000-2000hrs.**

WHERE: **REGIONAL PUBLIC SAFETY TRAINING CENTER 5190 SPECTRUM BLVD RENO, NV and several off-site locations**

INSTRUCTORS:

Officers Mike Coombe and Kellie Harter, Reno Police Department

COST: **FREE**

About the Class: This is a 40-hour course approved by NV POST to certify current police bicycle officers and those officers anticipating becoming bicycle officers. This course is designed to cover basic to intermediate riding skills. An emphasis will be placed on pedestrian and vehicle enforcement contacts. Firearms training incorporating the bicycle will be included. The majority of the course will be demanding slow speed, close quarter skill development to acquire balance, performance braking and enforcement riding. There will be urban training courses in the city along with a changing terrain course set in surrounding mountains. To graduate, the officer must pass a performance skill course and written test.

Topics:

- ✓ State Police Bicycle History, Use and Operation
- ✓ Proper Fit of Police Bicycle Equipment
- ✓ Basic Police Bicycle and Equipment Maintenance
- ✓ Bicycle Riding Skills
- ✓ Basic Close Quarter, Slow Speed Skill Development
- ✓ Routine Bicycle Mounting/Dismounting
- ✓ Solo, Team and Group Bicycle Movement
- ✓ Police Bicycle Movement through Crowds
- ✓ Pedestrian and Vehicle Enforcement
- ✓ Emergency Police Bicycle Dismount
- ✓ Shoot Firearm While Operating Police Bicycle
- ✓ Urban Patrol Skills
- ✓ Trail/Path Patrol Skills and Changing Terrain
- ✓ Qualify on Police Bicycle Performance Course

To register:

*****RPD Officers Please register through your Training Division*****

To register:

- ✓ Go to www.rpstc-reno.com. Click on Courses-Classes, then click on the "Register" button next to the class you would like to enroll in.
- ✓ The next page will be 'Event-Brite' (our enrollment site), click the green "Register" button.
- ✓ Fill in the required information fields, and click "Complete Registration"
- ✓ You will receive an e-mail confirmation that you are registered for the course.

If you need assistance registering call Beth Langan at 775-789-5417 If you are unable to attend PLEASE notify us as soon as possible by e-mail at blangan@washoecounty.us or by calling 775-789-5417.

← Back to Current Orders

Order for Bicycle Patrol Course

Free order #521357853 on May 24, 2016
Monday, June 6, 2016 at 1:00 PM –
Friday, June 10, 2016 at 11:00 PM (PDT)
Reno NV

PRINT TICKETS

CANCEL ORDER

CONTACT THE ORGANIZER

Bicycle Patrol School

Edit

Contact Information

First Name *
Stephen

Last Name *
Priest

Email
spriest@landerso.org

Cell Phone
775-354-3526

+ View complete attendee info

← Back to Current Orders

Use Eventbrite

How It Works

Pricing

Eventbrite Mobile App

Eventbrite Check-In App

Reserved Seating

Referral Program

Eventbrite Spectrum

Brite Community

RFID

Sitemap

Plan Events

Conference Management Software

Classes & Workshops

Nonprofits & Fundraisers

Family Reunions

Sell Tickets

Online Registration

Event Management & Planning

Event Registration

RSVP Online

Event Organizing Resources

Find Events

Boston Events

Chicago Events

Denver Events

Houston Events

Los Angeles Events

Nashville Events

New York Events

San Diego Events

San Francisco Events

Seattle Events

Connect With Us

Contact Support

Contact Sales

Twitter

Facebook

LinkedIn

Instagram

Google+

About Blog Help Careers Press Security Developers

Terms Privacy Cookies

United States

© 2016 Eventbrite

© 2016 Eventbrite

NAN ANCHO
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION

Nan Ancho

Finance Director

DATE

6/3/16

LANDER COUNTY COMMISSION MEETING

June 09, 2016

APPROVE / DISAPPROVE
SUBMITTED EXPENDITURES IN THE AMOUNT OF $774,370.93
From Check #83448 thru #83533

50 State Route 305 ⋖ ⋗ Battle Mountain, NV 89820
Phone: (775) 635-2573 ⋖ ⋗ Fax: (775) 635-9256

CHECK NUMBER	VENDOR	INVOICE	DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
83448	ADAPCO,INC							
		5-18-16	VECTOBAC 12AS		6/09/16	85905	17,072.00	
								17,072.00
83449	AIR MEDICAL GROUP HOLDING							
		6-1-16	NANCY ANDERSON		6/09/16	85906	58.00	
								58.00
83450	AMPED-OUT-ELECTRICAL, LLC							
		4-18-16	BOOSTER PUMP FA20		6/09/16	85907	15,163.41	
		5-17-16	SCORE BOARDS		6/09/16	85907	605.60	
		5-19-16	POWER ISSUES		6/09/16	85907	150.00	
		5-16-160	OOSTER PUMP FA20		6/09/16	85907	1,673.21	
								17,592.22
83451	NANETTE ANCHO							
		5-27-16	FINAL BUDGET		6/09/16	85908	15.75	
								15.75
83452	ARC HEALTH AND WELLNESS							
		5-26-16	PHYSICAL		6/09/16	85909	476.27	
								476.27
83453	ATLAS BUSINESS SOLUTIONS							
		5-19-16	SUBCRIPTION		6/09/16	85910	820.80	
								820.80
83454	ATLAS TOWING & RECOVERY							
		5-20-16	TOWING COST		6/09/16	85911	177.50	
								177.50
83455	B M GENERAL HOSPITAL							
		4-26-16	PHYSICAL		6/09/16	85912	287.50	
		5-3-166	PHYSICAL		6/09/16	85912	22.00	
								309.50
83456	B M POST OFFICE							
		6-02-16	12 MONTHS RENT		6/09/16	85952	58.00	
								58.00
83457	BATTERY SYTEMS INC							
		5-6-16	REPAIR		6/09/16	85913	2,177.06	
								2,177.06
83458	JOANN BEHRMAN-LIPPERT							
		REPORT	WRITING		6/09/16	85938	625.00	
		INTERVIEWS			6/09/16	85938	750.00	
								1,375.00
83459	CHUCK BISPO							
		5-4-16	BOOMTRUCK RENT		6/09/16	85914	200.00	
								200.00
83460	BONANZA PRODUCE CO							
		5-20-16	PRODUCE		6/09/16	85915	23.40	
		5-20-16	PRODUCE		6/09/16	85915	15.60	
								39.00
83461	STACY BROOKS							
		MAY 2016	PONY CANYON		6/09/16	85916	10.19	
		MAY 2016	POST OFFICE		6/09/16	85916	2.35	
								12.54
83462	NEVADA STATE TREASURER,							
		4-26-16	SEWAGE TRTMNT FAC		6/09/16	85946	3,829.00	
								3,829.00
83463	CASHMAN EQUIPMENT							
		5-11-16	REPAIR MAINT		6/09/16	85917	221.74	
		5-13-16	ELEMNT		6/09/16	85917	458.12	
		5-13-16	CUTTER		6/09/16	85917	114.11	

CHECK NUMBER	VENDOR	INVOICE	DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5-17-16	FILTER		6/09/16	85917	259.54	
		5-17-16	FILTER		6/09/16	85917	245.67	
		5-19-16	FLUID		6/09/16	85917	104.04	
		5-24-16	ELEMENT		6/09/16	85917	62.03	
		5-26-16	SPRING		6/09/16	85917	21.59	
		5-31-16	FILTER LUBE		6/09/16	85917	272.90	
		5-20-16	REPAIR FUEL SYST		6/09/16	85917	1,166.56	
								2,926.30
83464	CASHMAN EQUIPMENT							
		5-17-16	140MS CAT GRADER		6/09/16	85918	320,000.00	
								320,000.00
83465	CENTRAL RESTAURANT PROD.							
		5-19-16	KITCHEN EQUIPMNT		6/09/16	85919	650.00	
								650.00
83466	CIVIL AIR PATROL MAGAZINE							
		5-18-16	1/2 PAGE COLOR		6/09/16	85972	595.00	
								595.00
83467	ART CLARK							
		5-13-16	SLUPAC TONOPAH		6/09/16	85920	243.00	
								243.00
83468	CMI INC							
		5-11-16	DRY GAS		6/09/16	85921	365.52	
		5-11-16	MOUTHPIECES		6/09/16	85921	645.26	
		5-11-16	PBT 4 DETENTIONS		6/09/16	85921	650.00	
		5-17-16	PBT UNITS		6/09/16	85921	1,315.64	
								2,976.42
83469	CORE CONSTRUCTION							
		5-26-16	BM REC CENTER		6/09/16	85922	286,428.12	
								286,428.12
83470	DAVID W HOPPER							
			TREE TRIMMING		6/09/16	85944	7,250.00	
								7,250.00
83471	GHX INDUSTRIAL LLC							
		5-18-16	ADAPTER		6/09/16	85930	189.10	
		5-31-16	COUPLING		6/09/16	85930	127.73	
								316.83
83472	HENRY DOMINGUEZ							
		5-31-16	2016 FEES		6/09/16	85945	75.00	
								75.00
83473	GLEN DUVAL							
		5-23-16	BASKET		6/09/16	85925	10.80	
		5-23-16	GROMMET		6/09/16	85925	13.73	
								24.53
83474	ECOLAB							
		5-11-16	MACHINE RENT		6/09/16	85923	103.43	
								103.43
83475	ETCHEVERRYS FOOD TOWN							
			MAY 2016 COFFE CREAM PEPS		6/09/16	85927	26.15	
								26.15
83476	ETCHEVERRYS FOOD TOWN							
			MAY 2016 INMATE MEALS		6/09/16	85928	1,246.15	
			MAY 2016 INSTORE CREDIT		6/09/16	85928	249.23-	
								996.92
83477	GEM ST. PAPER & SUPPLY CO							
		5-26-16	COPY PAPER		6/09/16	85929	45.74	
		5-26-16	COPY PAPER		6/09/16	85929	30.49	

CHECK NUMBER	VENDOR	INVOICE	DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5-26-16	COPY PAPER		6/09/16	85929	25.41	
		5-26-16	SIGNS/CLEANER		6/09/16	85929	105.50	
								207.14
83478	GOLD DUST WEST CARSON							
		5-12-16	RON UNGER		6/09/16	85931	77.00	
								77.00
83479	HARRY'S BUSINESS MACHINES							
		5-18-16	DIE PLATE		6/09/16	85932	121.00	
								121.00
83480	HILLTOP REFRIDGERATION,							
		5-25-16	PREVENTITVE MAINT		6/09/16	85933	1,163.56	
		5-21-16	WATER FILTER		6/09/16	85933	762.72	
								1,926.28
83481	I&E ELECTRIC							
		4-18-16	MOUNT AUTODIALER		6/09/16	85934	2,276.31	
		5-5-16	REPLACEMENT MOTOR		6/09/16	85934	180.00	
								2,456.31
83482	INLAND SUPPLY CO INC							
		5-20-16	HOSE ASSEY		6/09/16	85935	101.01	
		5-24-16	BLEACH/TOILET PPR		6/09/16	85935	88.04	
		5-16-16	LINERS		6/09/16	85935	242.75	
		5-18-16	TOWELS		6/09/16	85935	52.22	
		5-20-16	MOP HEAD		6/09/16	85935	37.12	
		5-20-16	CLOTH		6/09/16	85935	24.42	
		5-24-16	OXYFORCE		6/09/16	85935	14.98	
								560.54
83483	INTERNATIONAL CAFE							
		5-11-16	DEPUTY MEALS		6/09/16	85937	26.35	
								26.35
83484	INTERWEST SUPPLY CO, INC							
		5-25-16	BLADES		6/09/16	85936	1,278.20	
		5-27-16	BITS/BOLTS		6/09/16	85936	460.98	
		5-31-16	HITCH		6/09/16	85936	399.98	
								2,139.16
83485	JOSEPH JONES							
		1-5-16	SIG ARMORER		6/09/16	85939	432.00	
								432.00
83486	JUSTICE AV SOLUTIONS INC.							
		5-23-16	VGA MONITORING		6/09/16	85940	3,842.00	
								3,842.00
83487	LOUIS LANI							
		5-13-16	HRBWA WINN NV		6/09/16	85941	195.00	
								195.00
83488	LEXIS-NEXIS							
		3-31-16	LEGAL RESEARCH		6/09/16	85942	538.00	
								538.00
83489	LONE WOLF COMMERCIAL							
		5-18-16	DISHWASHER LEAK		6/09/16	85943	200.00	
		5-18-16	PREVNT MAINT.		6/09/16	85943	1,767.50	
								1,967.50
83490	NDEP							
		5-9-16	FY17 ANNUAL REPORT		6/09/16	85948	260.10	
								260.10
83491	STATE OF NEVADA							
		4-16-16	LANDFILL		6/09/16	85947	450.00	
		4-16-16	BALLFIELDS		6/09/16	85947	450.00	

CHECK NUMBER	VENDOR	INVOICE	DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
								900.00
83492	PC INTERNET							
		3-11-16	WNDOWS UPDATES		6/09/16	85950	65.00	
		5-4-16	LABOR PERFORMED		6/09/16	85950	2,125.00	
		5-25-16	ABOR PERFORMED		6/09/16	85950	1,600.39	
		5-26-16	INTERNET SERVICE		6/09/16	85950	1,345.00	
		5-26-16	INTERNET SERVICE		6/09/16	85950	1,195.00	
		5-26-16	INTERNET SERVICE		6/09/16	85950	1,195.00	
								7,525.39
83493	PERSHING COUNTY TREASURER							
		DRUG TEST	JESSICA GOKEY		6/09/16	85926	94.00	
		5-6-16	DRUG TEST GS		6/09/16	85926	26.00	
		5-6-16	DRUG TEST TB		6/09/16	85926	26.00	
								146.00
83494	PETERBILT TRUCK PARTS &							
		5-9-16	FILLR CAP		6/09/16	85951	20.08	
		5-10-16	AIR PANEL		6/09/16	85951	83.61	
		5-12-16	RELEASE CABLE		6/09/16	85951	20.90	
		5-13-16	ROD RETAINER		6/09/16	85951	28.74	
		5-19-16	CHAIN		6/09/16	85951	59.10	
		5-19-16	CHAIN		6/09/16	85951	59.10	
		5-19-16	INNER RELEASE		6/09/16	85951	3.56	
								275.09
83495	POINT S BATTLE MTN TIRE &							
		5-13-16	MNT/DSMNT		6/09/16	85980	100.00	
		5-17-16	TIRES		6/09/16	85980	199.00	
		5-20-16	AIR LEAK		6/09/16	85953	218.88	
		5-23-16	OIL CHANGE		6/09/16	85953	41.58	
								559.46
83496	POWERPLAN							
		5-10-16	LATCH WASHER		6/09/16	85949	65.28	
								65.28
83497	PRO WEST ENGINEERING, LLC							
		5-26-16	WELL #7		6/09/16	85954	1,107.00	
								1,107.00
83498	QUILL CORP							
		5-4-16	CONSOLE TABLE		6/09/16	85963	193.82	
		5-4-16	TAPE GUN		6/09/16	85963	71.37	
		5-4-16	OFFICE CHAIRS		6/09/16	85963	441.47	
								706.66
83499	QUILL CORP							
		5-18-16	LABEL MAKER		6/09/16	85955	100.66	
		5-19-16	DLT CARD TIME		6/09/16	85955	65.80	
								166.46
83500	QUILL CORP							
		5-10-16	PAPER		6/09/16	85957	409.21	
		5-10-16	CALENDAR		6/09/16	85957	9.19	
		5-16-16	BACKUP		6/09/16	85957	221.99	
		5-16-16	USB HUB		6/09/16	85957	10.99	
		5-16-16	BACKUP		6/09/16	85957	179.99	
		5-16-16	DATA STICK		6/09/16	85957	221.99	
		5-16-16	DATA STICK		6/09/16	85957	42.99	
		5-16-16	8 GB PINSTRIPE		6/09/16	85957	39.98	
								1,136.33
83501	QUILL CORP							
		5-16-16	MOUSE PAD		6/09/16	85958	9.99	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		5-16-16 LABLE TAPE		6/09/16	85958	50.97	
		CREDIT MEMO		6/09/16	85958	30.98-	
		5-23-16 LABLE TAPE		6/09/16	85958	16.99	
		5-23-16 POST ITS		6/09/16	85958	13.99	
							60.96
83502	QUILL CORP						
		5-12-16 32GB CARD		6/09/16	85959	101.46	
							101.46
83503	QUILL CORP						
		5-18-16 REPORT COVERS		6/09/16	85960	14.99	
		5-18-16 REPORT COVERS		6/09/16	85960	125.99	
		5-18-16 END TAB GUIDES		6/09/16	85960	70.86	
		5-19-16 DAY PLANNER		6/09/16	85960	47.98	
		5-19-16 MARKERS		6/09/16	85960	49.76	
							309.58
83504	QUILL CORP						
		5-4-16 PAPER		6/09/16	85961	379.96	
							379.96
83505	QUILL CORP						
		5-10-16 FILE POCKETS		6/09/16	85962	473.15	
		5-13-16 CREDIT MEMO		6/09/16	85962	29.99-	
		5-13-16 CREDIT MEMO		6/09/16	85962	29.99-	
		5-13-16 CREDIT MEMO		6/09/16	85962	13.50-	
		5-13-16 PEN REFILL		6/09/16	85962	43.49	
							443.16
83506	REESE RIVER HYDROLOGIC						
		4-13-16 GOLF COURSE CLAIM		6/09/16	85965	980.00	
		5-27-16 BASIN 59 INVNTRY		6/09/16	85965	23,000.00	
							23,980.00
83507	RESEARCH AND CONSULTING						
		L.C. CODE REVISION		6/09/16	85964	6,602.50	
							6,602.50
83508	RON'S SEED & SUPPLY						
		5-24-16 WEED KILLER		6/09/16	85966	1,350.00	
		5-31-16 WEED KILLER		6/09/16	85966	553.50	
							1,903.50
83509	SALVADOR LUNA URIBE						
		6-3-16 SPRINKLER/SOAKER		6/09/16	85967	645.00	
							645.00
83510	RURAL REGIONAL CENTER						
		5-18-16 CLINICAL SERVICES		6/09/16	85974	112.93	
							112.93
83511	S AND G ELECTRICAL MOTOR						
		5-23-16 MORSE PUMP REPAIR		6/09/16	85969	12,124.00	
							12,124.00
83512	SIERRA CHEMICAL COMPANY						
		5-23-16 PRCHL12.5		6/09/16	85970	152.91	
		5-23-16 PRCHL12.5		6/09/16	85970	615.41	
		5-23-16 PRCHL12.5		6/09/16	85970	615.41	
		5-23-16 PRCHL12.5		6/09/16	85970	920.30	
		5-23-16 PRCHL12.5		6/09/16	85970	920.31	
		5-23-16 PRCHL12.5		6/09/16	85970	152.90	
							3,377.24
83513	BERRY ENTERPRISES						
		4-26-16 REPAIR REPEATER		6/09/16	85971	267.00	
		4-27-16 SIREN BOX		6/09/16	85971	390.00	

CHECK NUMBER	VENDOR	INVOICE	DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
								657.00
83514	DESMOND SKEATH							
		5-18-16	EXTEND ROOF		6/09/16	85973	2,670.00	
		5-20-16	NEW LOCKS		6/09/16	85973	190.00	
								2,860.00
83515	SUMMIT ENGINEERING CORP.							
		5-18-16	AUSTIN SURVEY		6/09/16	85975	1,450.00	
		5-18-16	BM LEVEE		6/09/16	85975	3,842.50	
								5,292.50
83516	SYSCO							
		5-18-16	FOOD		6/09/16	85976	220.03	
		5-18-16	FOOD		6/09/16	85976	146.68	
		5-18-16	FOOD		6/09/16	85976	23.84	
		5-18-16	FOOD		6/09/16	85976	15.89	
		5-18-16	FOOD		6/09/16	85976	189.55	
		5-18-16	FOOD		6/09/16	85976	126.36	
								722.35
83517	SYSCO FOOD SERVICES							
		5-19-16	FOOD		6/09/16	85977	349.81	
		5-19-16	FOOD		6/09/16	85977	75.99	
								425.80
83518	THOMSON WEST							
		5-1-16	WEST INFO. CHARGES		6/09/16	85978	1,420.41	
								1,420.41
83519	THORNDAL, ARMSTRONG, DELK							
		5-18-16	LANDER-ORMAT/BTK		6/09/16	85979	1,614.80	
								1,614.80
83520	TRUMBULL RECREATION							
		5-19-16	PICK UP BAGS		6/09/16	85981	68.75	
								68.75
83521	TURF EQUIPMENT SERVICES							
		5-9-16	LABOR ON MOWER		6/09/16	85982	3,817.03	
								3,817.03
83522	ULINE							
		5-16-16	SHOP VAC		6/09/16	85986	502.25	
		5-16-15	MAT		6/09/16	85986	108.28	
		5-16-16	UTILITY CART		6/09/16	85986	386.14	
		5-18-16	DOCK PLATE FA30		6/09/16	85986	415.50	
								1,412.17
83523	RON UNGER							
		5-23-16	SUPER STOP BM		6/09/16	85983	24.53	
								24.53
83524	UNITED PARCEL SERVICE							
		5-21-16	PARCEL POSTAGE		6/09/16	85984	50.24	
								50.24
83525	USA BLUE BOOK							
		5-5-16	MALE ADPTR		6/09/16	85985	212.78	
		5-12-16	MALE ADPTR		6/09/16	85985	259.68	
		5-18-16	PVC		6/09/16	85985	19.49	
								491.95
83526	VAISALA INC.							
		5-19-16	PREVNT MAINT		6/09/16	85987	3,875.00	
		5-19-16	PREVNT MAINT		6/09/16	85987	3,875.00	
								7,750.00
83527	CYNTHIA A WALSH							
			ROOM #2 DON VETTER		6/09/16	85994	131.40	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
							131.40
83528	WASHOE COUNTY BAR ASSOC						
		16/17 WCBA PICTORIAL DIR		6/09/16	85988	200.00	
							200.00
83529	ENFORCEMENT VIDEO LLC						
		5-12-16 VEST ADPTR CLIP		6/09/16	85989	215.00	
							215.00
83530	WESTERN NEVADA SUPPLY CO						
		5-20-16		6/09/16	85990	1,353.82	
		5-18-16 PVC PIPE		6/09/16	85990	848.00	
		5-18-16 PVC PIPE		6/09/16	85990	84.80	
							2,286.62
83531	FRANK WHITMAN						
		5-23-16 PLUAC		6/09/16	85991	75.60	
							75.60
83532	ZOIE M. WILLIAMS						
		5-3-16 TRANSCRIPTS		6/09/16	85992	451.20	
		5-17-16TRANSCRIPTS		6/09/16	85992	153.60	
							604.80
83533	WINNEMUCCA PUB. CO., INC.						
		5-25-16 JUNE 2016		6/09/16	85993	49.30	
							49.30
	CHECKS TOTAL						774,370.93

1. Scoping Document. Golden Brew Exploration Project. Humboldt-Toiyabe National Forest Austin Ranger District. April 2016.
2. Barrick Gold of North America, Inc. Lander County Commissioners. Water Pollution Control Permit Application to Nevada Division of Environmental Protection- Bureau of Mining and Reclamation for the Barrick Horse Canyon/Cortez Unified Exploration Project Plan of Operations Amendment NVN-066621 (16-2A) and Reclamation Permit No. 0159.
3. State of Nevada. Department of Conservation and Natural Resources. Division of Environmental Protection. Bureau of Mining Regulation and Reclamation. Water Pollution Control Permit. Cortez Joint Venture dba Barrick Cortez Inc. Permit Number NEV0000023(Renewal 2016).
4. Fact Sheet. Cortez Joint Venture dba Cortez Gold Mines. Cortez Gold Mine Project. NEV0000023.
5. State of Nevada. Department of Conservation & Natural Resources. Notice of Decision. Water Pollution Control Permit Number NEV0000023. Cortez Joint Venture dba Barrick Cortez Inc. Cortez Gold Mine.

USDA

SCOPING DOCUMENT

United States Department of Agriculture

Forest Service

Golden Brew Exploration Project

Humboldt-Toiyabe National Forest
Austin Ranger District

Lander County, Nevada

April 2016

Comments Welcome

The Austin Ranger District is initiating scoping and welcomes comments on the proposed Golden Brew Exploration Project (Project) for federally owned locatable minerals on National Forest System lands within the Humboldt-Toiyabe National Forest. The project proponent is Highway 50 Gold (US) Corp. The proponent proposes to conduct mineral exploration drilling on the west side of the Toiyabe Range in Lander County.

The District has tentatively determined this proposed activity may be categorically excluded from further analysis and documentation in an environmental assessment (EA) or environmental impact statement (EIS) [36 CFR 220]. A proposed action may be categorically excluded only if there are no extraordinary circumstances related to the proposed action and the proposed action is within a category listed in section 31.12 or 32.2 of FSH 1909.15. This proposed action meets the criteria of section 32.2(8) –

> *(8) Short-term (1 year or less) mineral, energy, or geophysical investigations and their incidental support activities that may require cross-country travel by vehicles and equipment, construction of less than 1 mile of low standard road, or use and minor repair of existing roads (36 CFR 220.6(e)(8)).*

The Forest Service encourages the participation of interested persons, businesses, state and local governments, and Native American tribes at this time and throughout project development prior to the decision by the Responsible Official. The Project Plan of Operations (POO) can be reviewed at the Austin Ranger District office during normal business hours and on the project web page (see How to Comment, below).

Purpose and Need for Action

The Forest Service's need is to respond to the proponent's submittal of a Plan of Operations (POO) and to ensure operations will be conducted so as to minimize adverse environmental impacts on National Forest surface resources (36 CFR 228.8, Subpart A) where feasible. The purpose of this proposed action is to authorize mineral exploration activities consistent with the statutory right of the proponent to explore for and develop mineral resources on federally-administered lands under the General Mining Law of 1872 and with other laws and regulations. The decision for the Forest Service to make is whether to approve the POO as submitted or to approve it with additional measures to protect surface resources. The proponent's need is to determine if economically viable mineral deposits exist within the proposed project area, and to define the nature, extent, shape, and economic value of such deposits.

Proposed Action

The proposed action is for the Forest Service to authorize Highway 50 Gold to conduct mineral exploration by drilling up to 3 boreholes at each of 4 proposed sites. The project is expected to start in 2016 and would have a duration of one year, including reclamation.

Approval of the POO would authorize Highway 50 Gold to drill boreholes at 4 drill pads to collect subsurface rock samples for resource evaluation. Each drill pad would have an area of approximately 2,400 square feet. Sumps would be dug at each site and would be large enough to contain all drilling fluids and cuttings. Existing roads provide access across private lands and lands managed by the BLM from the Reese River Road to the Project area. Within the Project area, existing roads and approximately 5,120 feet of overland travel would be used to reach individual drill sites. Approximately 515 feet of new temporary road construction would be needed to connect overland travel routes above and below a short slope. The total estimated surface disturbance, including overland travel, is about 1.6 acres.

All of the proposed overland travel and new temporary road and 3 of the 4 drill pads would be within the IRA. Surface disturbance within the IRA would be 1.5 acres. Access to one drill site would require clearing 20-50 pinyon or juniper trees from a route approximately 725 feet long. Where feasible, trees would be limbed rather than cut. Due to the gentle topography, road construction would not be needed on this route. Cut limbs and trees would be scattered on the ground to decay naturally.

Reverse-circulation methods would be used to drill boreholes to average depths of about 2,000 feet. It is expected that one or two drills would operate 24 hours per day, 7 days per week with 2 crews of 3 persons and one geologist for each drill. The Project would be completed in a year but the actual duration of drilling would depend on how many boreholes are drilled at each site and their depths and on any difficulties encountered during drilling. The first four boreholes could be completed in 8 weeks. Each drill would be supported by a pipe truck, water truck, booster truck, auxiliary air compressor, and light plant with generator. An excavator, backhoe, and/or dozer would be used to construct the roads, drill pads, and sumps. Water for drilling would be obtained from the town of Austin.

Upon completion of drilling, the boreholes would be plugged and abandoned so as to protect ground water. Abandonment material would be placed by tremie pipe (or drill string) from the

4 – Require operating plans which minimize impacts to surface and cultural resources and provide for reclamation of disturbed areas. (p. IV-57)
23 - Reasonable access for mineral exploration, development, and production is guaranteed under the mining laws. The type of access approved will be consistent with the logical development of mineral properties. (p. IV-59)
GRSG-GEN-ST-006-Standard – Do not authorize new surface disturbing and disruptive activities that create noise at 10dB above ambient measured at the perimeter of an occupied lek during lekking (March 1 to May 15) from 6 pm to 9 am. Do not include noise resulting from human activities that have been authorized and initiated within the past 10 years in the ambient baseline measurement.
GRSG-GEN-GL-007-Guideline – During breeding and nesting (March 1 to June 30), surface disturbing and disruptive activities to nesting birds should be avoided.
GRSG-RT-ST-079-Standard – In priority and general habitat management areas and sagebrush focal areas, do not conduct or allow new road or trail construction (does not apply to realignments for resource protection) except when necessary for administrative access to existing and authorized uses, public safety, or to access valid existing rights. If necessary to construct new roads and trails for one of these purposes, construct them to the minimum standard, length, and number and avoid, minimize, and mitigate impacts.
GRSG-RT-ST-080-Standard – Do not construct or allow road and trail maintenance activities within 2 miles from the perimeter of active leks during lekking (March 1 to May 15) from 6 pm to 9 am.
GRSG-P-DC-116-Desired Condition – Anthropogenic uses on public lands are managed to reduce the effects of predation on greater sage-grouse.

The proposed action also conforms to Direction for Management of Management Area 8 – Toiyabe:

Standard #8 under Forest-wide mineral standards and guidelines will be emphasized in areas identified as having highly sensitive resource values; e.g. Murphy-Porter, Bunker Hill, and Toiyabe Crest. (p. IV-127).

8 – The following "Access and Reclamation Measures" will be encouraged for mineral exploration . . .

A. *Close or obliterate access unless identified to become part of the transportation system after mineral activity is complete.*
B. *Minimize need for road construction through the use of specialized exploration equipment.*
C. *Develop access to a standard necessary to minimize resource impacts and to facilitate reclamation. . .*
D. *Where new road and drill pad construction is essential for exploration access, such roads and other disturbed areas will generally be closed and stabilized by revegetation and recontouring where necessary to restore site productivity, to protect or restore visual quality, and to minimize resource conflicts.*
E. *Identify and save topsoil needed for reclamation prior to disturbance.* (p. IV-57-58).

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) Email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

BARRICK
NORTH AMERICA

Barrick Gold of North America, Inc.
P.O. Box 29
905 W. Main Street
Elko, NV 89803
Telephone: (775) 748-5548
Cell: (775) 934-0638

CORRESPONDENCE

May 23, 2016

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

Eureka County Commissioners
P.O. Box 694
Eureka County, NV 89316

RE: Water Pollution Control Permit Application to Nevada Division of Environmental Protection-Bureau of Mining and Reclamation for the Barrick Horse Canyon/Cortez Unified Exploration Project Plan of Operations Amendment NVN-066621 (16-2A) and Reclamation Permit No. 0159

Dear Gentlemen:

This letter provides notification to the Lander County Commissioners and the Eureka County Commissioners of Barrick's intent to apply for a Water Pollution Control Permit with the Nevada Division of Environmental Protection. The permit application is in support of proposed development of twin declines, exploration drifts, and associated surface infrastructure which will allow Barrick to conduct underground exploration. The general location of the site is shown in Figure 2 attached.

The portal facilities and twin declines will be on the southwest flank of the Cortez Mountains at approximately 6,595 feet above mean sea level (amsl) The twin declines will extend approximately to the east beneath the southern ridge of Mount Tenabo and will terminate beneath the upper part of Horse Canyon in western Pine Valley (Itasca, 2016a) at approximately the 6,150 foot elevation amsl. The twin declines, will allow for technical investigations that include but will not be limited to bulk sampling, geologic characterization, exploration drilling and sampling, and geotechnical studies. The location of the proposed portals and declines is shown on Figure 5 attached.

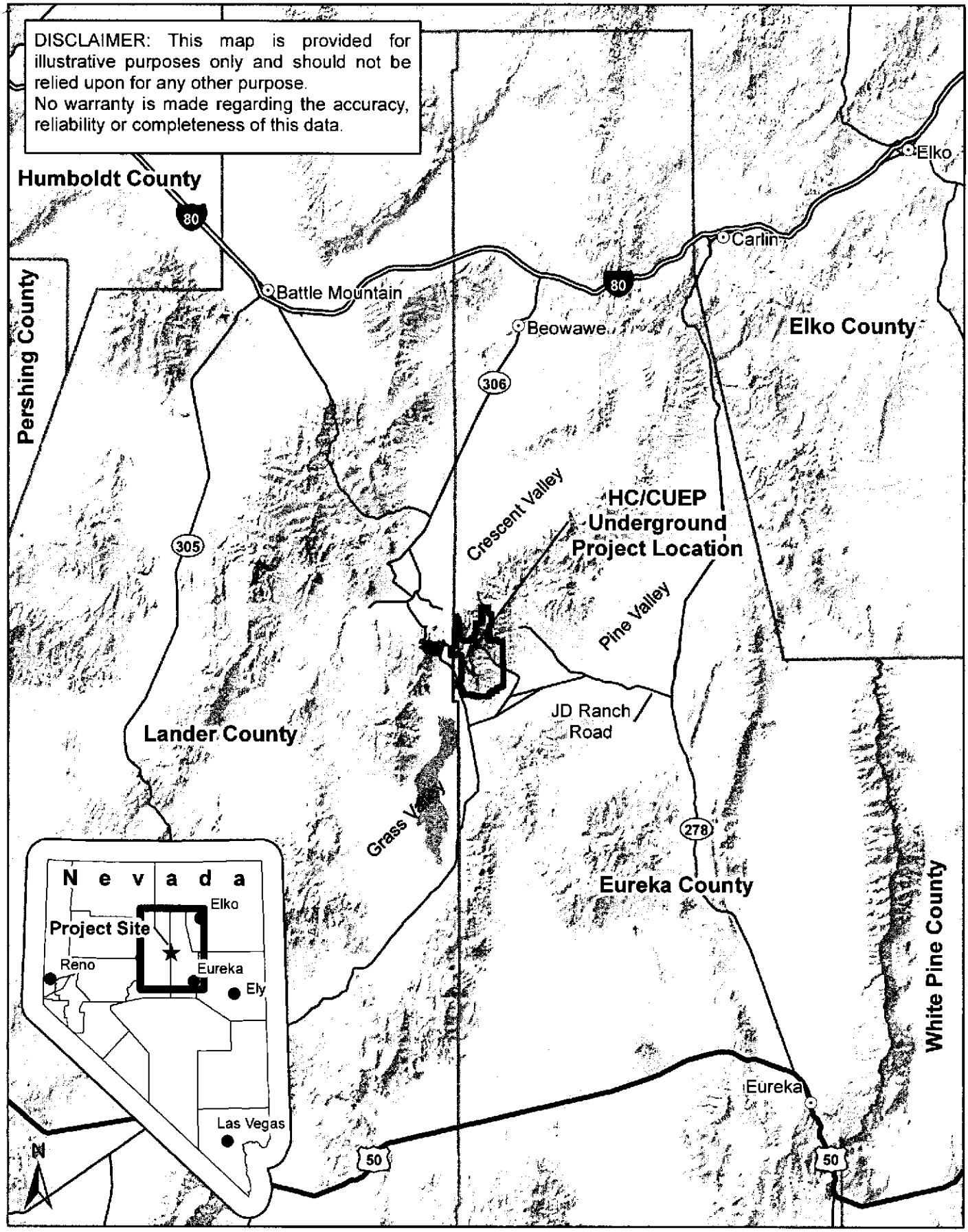
Please call me at (775) 934-0638 if you have questions concerning this submission.

Sincerely,

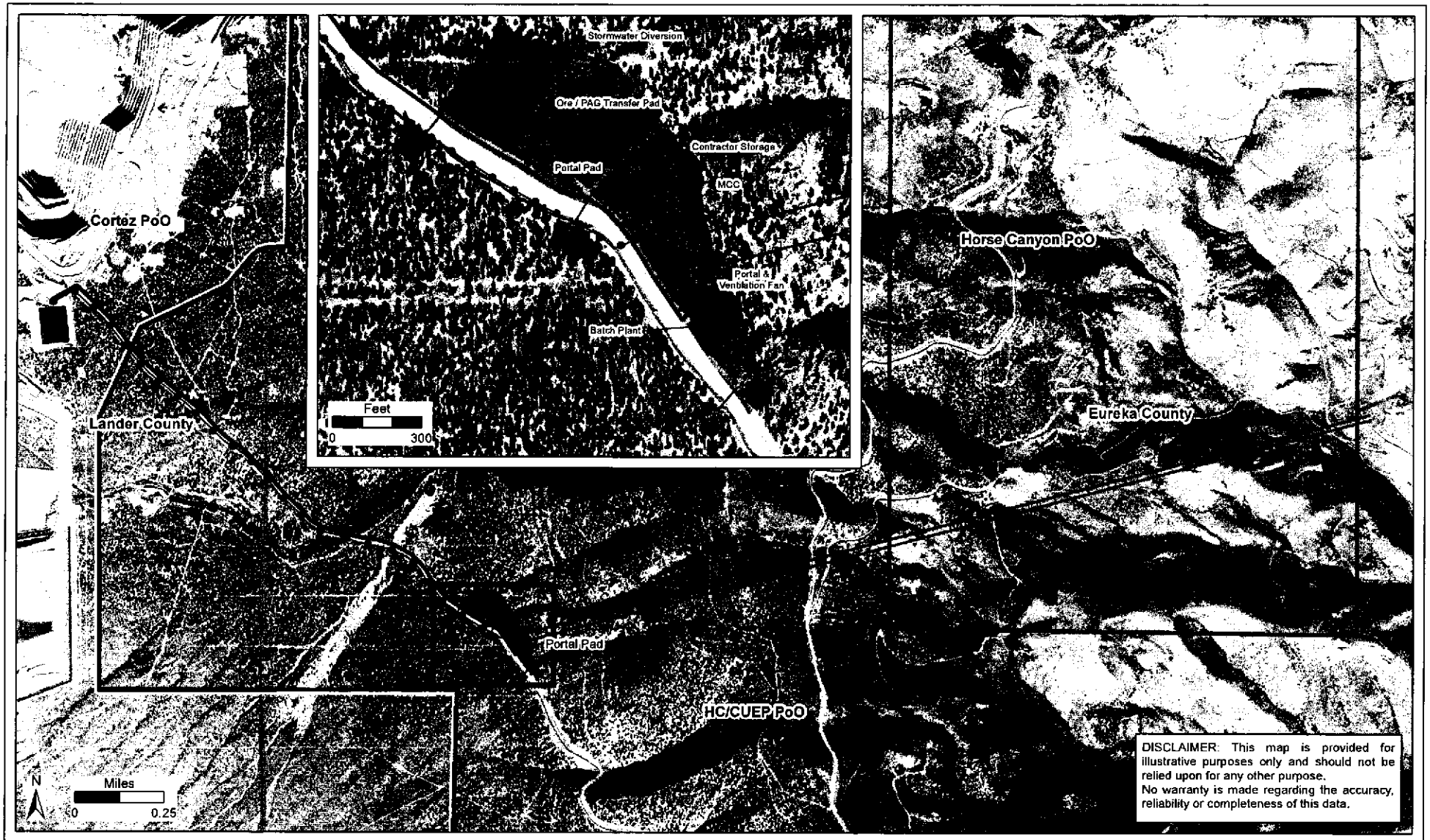
Kimberley A. Wolf

Kimberley A. Wolf
Permitting Specialist

cc: Mr. E. Cope



srk consulting	BARRICK CORTEZ	HC/CUEP WPCP APPLICATION	DRAWING TITLE: LOCATION MAP
NAD 1983 UTM Zone 11N Feet			ISSUED FOR: HC/CUEP WPCP
DESIGN: BVB DRAWN: BVB REVIEWED: VS			DRAWING NO. FIGURE 1 REVISION NO. A
SCALE: Not to Scale DATE: 5/17/2016			SRK JOB NO. 452300.120
FILE: HCCUEP_WPCP_Fig01_Location_Map_BVB_20160506			



— Culvert · · Stormwater Diversion Proposed Surface Disturbance HC/CUEP PoO County Boundary
— Decline — Water Line Proposed Structure Horse Canyon PoO
— Powerline Cortez PoO

srk consulting

NAD 1983 UTM Zone 11N Feet					
DESIGN	BVB	DRAWN	BVB	REVIEWED	VS
SCALE	1 inch = 1,320 feet			DATE	9/23/2018
FILE	HCCUEP_POO_Fig05_Portal_Location_BVB_20180218				

BARRICK CORTEZ

HC/CUEP EXPLORATION DECLINES

DRAWING TITLE: **GENERAL LAYOUT OF PORTAL PAD SURFACE FACILITIES**

ISSUED FOR: **HC/CUEP PoO**

DRAWING NO.: **FIGURE 5**

REVISION NO.: **A**

SRK JOB NO.: **453200.110**

CORRESPONDENCE 3

STATE OF NEVADA

Department of Conservation and Natural Resources

Division of Environmental Protection

Bureau of Mining Regulation and Reclamation

Water Pollution Control Permit

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

Permit Number: **NEV0000023 (Renewal 2016)**
Review Type/Year/Revision: **Renewal 2016, Revision 00**

Pursuant to Nevada Revised Statutes (NRS) 445A.300 through 445A.730, inclusive, and regulations promulgated thereunder by the State Environmental Commission and implemented by the Division of Environmental Protection (the Division), this Permit authorizes the Permittee to construct, operate, and close the **Cortez Gold Mine Project**, in accordance with the limitations, requirements and other conditions set forth in this Permit. The Permittee is not authorized to process ore.

The facility is located in Lander County, within Sections 12, 13, and 24, Township 27 North (T27N), Range 47 East (R47E); Sections 18, 19 and 30, T27N, R48E; and Sections 9 and 10, T26N, R48E, Mount Diablo Baseline and Meridian, approximately 62 miles southwest of the town of Elko, Nevada.

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

This Permit is based on the assumption that the information submitted in the application of 13 April 1990, as modified by subsequent approved amendments is accurate and that the facility has been constructed and is being operated as specified in the application. The Permittee must inform the Division of any deviation from or changes in the information in the application, which may affect the Permittee's ability to comply with applicable regulations or Permit conditions.

This Permit is effective as of **8 June 2016**, and shall remain in effect until **22 July 2020**, unless modified, suspended, or revoked.

Signed this 24th day of **May 2016**.

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

Identification	Parameter	Frequency
3. Cortez Site Monitoring Wells		
All monitoring wells;	Water and collar elevation (feet AMSL);	Quarterly;
Process Component Monitoring:		
MW01R, MW02, MW04;	Profile I[1];	Quarterly;
MW13A, MWP1, MWSP, TB02;	Profile I[1];	Annually;
Remediation Monitoring:		
MW39;	Profile I[1];	Quarterly;
MW35, MW58, MW65, MW66, MW79	Profile I[1]	Annually
4. Cortez Site Monitoring Wells		
All monitoring wells;	Water and collar elevation in feet AMSL;	Quarterly;
Process Component Monitoring:		
MW57;	Profile I[1]; Profile I-A[3];	3rd Quarter; 1st, 2nd and 4th Quarters;
Remediation Monitoring:		
MW15, MW35, MW41, MW43, MW44, MW46, MW50, MW51, MW52, MW58, MW61, MW65, MW66, MW78, MW79, TB11	Profile I[1]; Profile I-A[3]	3rd Quarter; 1st, 2nd and 4th Quarters
5. South Silicified Dump Monitoring Wells		
SS-01, SS-02	Profile I[1]; water and collar elevation (feet AMSL)	2nd and 3rd Quarters
6. Tailings Area 6 Residual Solution Elevation Monitoring		
Static Level Piezometer: OW1, OW2, OW3	Date; water and collar elevation (feet AMSL)	Weekly

Footnotes:

(1) Profile I:

Alkalinity (as $CaCO_3$):	Cadmium	Magnesium	Selenium
Bicarbonate	Calcium	Manganese	Silver
Total	Chloride	Mercury	Sodium
Aluminum	Chromium	Nickel	Sulfate
Antimony	Copper	Nitrate + Nitrite (Total as N)	Thallium
Arsenic	Fluoride	Nitrogen (Total as N)	Total Dissolved Solids
Barium	Iron	pH (± 0.1 std units) (4)	WAD Cyanide
Beryllium	Lead	Potassium	Zinc

(2) Profile II includes Profile I plus the following:

Bismuth	Gallium	Phosphorus (Total)	Tin
Boron	Lithium	Scandium	Titanium
Cobalt	Molybdenum	Strontium	Vanadium

(3) Profile I-A consists of Profile I minus barium, cadmium, chromium, copper, lead, silver, and zinc:

Alkalinity (as $CaCO_3$):	Calcium	Nickel	Sulfate
Bicarbonate	Chloride	Nitrate + Nitrite (Total as N)	Thallium
Total	Fluoride	Nitrogen (Total as N)	Total Dissolved Solids
Aluminum	Iron	pH (± 0.1 std units) (4)	WAD Cyanide
Antimony	Magnesium	Potassium	
Arsenic	Manganese	Selenium	
Beryllium	Mercury	Sodium	

(4) All sample analyses resulting in a pH value less than or equal to 5.0 SU shall also be analyzed for acidity (mg/L, as $CaCO_3$ equivalent).

E. Quarterly and annual monitoring reports and spill reporting shall be in accordance with Part II.B.

F. All sampling and analytical accuracy shall be in accordance with Part II.E.

G. Permit Limitations

prevent degradation of waters of the State. If a dust suppressant exceeds a water quality standard and the corresponding natural background water concentration in the area where dust suppression will occur, the Permittee shall demonstrate no potential to degrade waters of the State.

N. Continuing investigations: None required.

II. General Facility Conditions and Limitations

A. General Requirements

1. The Permittee shall achieve compliance with the conditions, limitations, and requirements of the Permit upon commencement of each relevant activity. The Administrator may, upon the request of the Permittee and after public notice (if required), revise or modify a Schedule of Compliance in an issued Permit if he determines good and valid cause (such as an act of God, a labor strike, materials shortage or other event over which Permittee has little or no control) exists for such revision.

2. The Permittee shall at all times maintain in good working order and operate as efficiently as possible, all devices, facilities, or systems installed or used by the Permittee to achieve compliance with the terms and conditions of this Permit.

3. Whenever the Permittee becomes aware that he failed to submit any relevant facts in the Permit application, or submitted incorrect information in a Permit application or in any report to the Administrator, the Permittee shall promptly submit such facts or correct information. Any inaccuracies found in this information may be grounds for revocation or modification of this Permit and appropriate enforcement action.

B. Reporting Requirements

1. The Permittee shall submit quarterly reports which are due to the Division on or before the 28th day of the month following the quarter and must contain the following:

a. Analytical results of the water collected from monitoring locations identified in Parts I.D.3, I.D.4 and I.D.5, reported on Nevada Division of Environmental Protection (NDEP) Form 0190 or equivalent;

b. Analytical results of the solution collected from the monitoring location identified in Part I.D.6;

c. Water levels for site monitoring wells and piezometers, identified in Parts I.D.3, I.D.4, I.D.5., and I.D.9;

d. For locations identified in Parts I.D.2 and I.D.8, analytical results of the solution collected, reported on NDEP Form 0090 or equivalent, and solution flow or accumulation monitoring results, as applicable;

c. A summary of the remediation activities planned for the coming year;

d. Graphs of pH, total dissolved solids (TDS), sulfate, chloride, nitrate + nitrite (Total as N), WAD cyanide, antimony, and arsenic concentration (as applicable), versus time for all remediation and process component monitoring wells identified in Part I.D.3. These graphs shall display a five-year history previous to the date of submittal. Additional constituents may be required by the Division if deemed necessary; and

e. An interpretation of the above required analytical results and graphs.

4. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.

   a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers and a written report shall be provided within 10 days in accordance with Part II.B.4.b.

   b. A release of a hazardous substance in a quantity equal to or greater than that which is required to be reported to the National Response Center pursuant to 40 Code of Federal Regulations (CFR) Part 302 must be reported as required by NAC 445A.3473 and Part II.B.3.a.

   c. A release of a non-petroleum hazardous substance not subject to Parts II.B.3.a. or II.B.3.b., released to soil or other surfaces of land, and the total quantity is equal to or exceeds 500 gallons or 4,000 pounds, or that is discovered in or on groundwater in any quantity, shall be reported to the Division no later than 5:00 P.M. of the first working day after knowledge of the release. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within 10 days in accordance with Part II.B.4.b. Smaller releases, with total quantity greater than 25 gallons or 200 pounds and less than 500 gallons or 4,000 pounds, released to soil or other surfaces of land, or discovered in at least three cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.

   d. Petroleum Products and Coolants: If a release is subject to Parts II.B.3.a. or II.B.3.b., report as specified in Part II.B.3.a. Otherwise, if a release of any quantity is discovered on or in groundwater, or if the total quantity is equal to or greater than 100 gallons released to soil or other surfaces of

iii. Minimize the effect of each incident upon domestic animals and all wildlife; and

iv. Minimize the endangerment of the public health and safety which arises from each incident.

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

C. Administrative Requirements

1. A valid Permit must be maintained until permanent closure is complete. Therefore, unless permanent closure has been completed, the Permittee shall apply for Permit renewal not later than 120 days before the Permit expires.

2. Except as required by NAC 445A.419 for a Permit transfer, the Permittee shall submit current Permit contact information described in paragraphs (a) through (c) of subsection 2 of NAC 445A.394 within 30 days after any change in previously submitted information.

3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.

4. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.

5. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.

6. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.

7. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.

8. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey

to or less than one-half the reference value for Profile I and Profile I-A constituents. Profile II parameters that have established reference values shall be quantified using an analytical method with a PQL equal to or less than the reference value. Laboratories shall report the lowest reasonable PQL based on in-house method detection limit studies. Samples for Profile I and Profile II parameters shall be filtered and analyzed for the dissolved fraction, unless otherwise required by the Division.

F. Permit Modification Requirements

1. Any material modification, as defined at NAC 445A.365, or plan to construct a new process component, must be reported to the Division by submittal of an application for a Permit modification, or if such changes are in conformance with the existing Permit, by submittal of a written notice of the changes. The Permit modification application must comply with NAC 445A.391 through 445A.399, 445A.410, 445A.412, 445A.414, 445A.4155, 445A.416, 445A.417, 445A.440, and 445A.442, as applicable. The construction or modification shall not commence until written Division approval is obtained.

2. Prior to the commencement of mining activities at any site within the State which is owned or operated by the Permittee but not identified and characterized in a previously submitted application or report, the Permittee shall submit to the Division a report which identifies the locations of the proposed mine areas and waste disposal sites, and characterizes the potential of mined materials and areas to release pollutants. Prior to development of these areas the Division shall determine if any of these new sources will be classified as process components and require engineered containment as well as Permit modification.

3. The Permittee must notify the Division in writing at least 30 days before the introduction of process solutions into a new process component or into an existing process component which has been materially modified, or of the intent to commence active operation of that process component.

4. The Permittee must obtain a written determination from the Administrator of any planned process component construction or material modification as to whether it is considered a Permit modification, and if so, what type.

5. The Permittee must give advance notice to the Administrator of any planned changes or activities which are not material modifications in the permitted facility that may result in noncompliance with Permit requirements.

Prepared by: L.A. Kreskey
Date: 20 May 2016
Revision 00: Renewal 2016, effective 8 June 2016

FACT SHEET
(pursuant to Nevada Administrative Code 445A.401)

Permittee Name: **Cortez Joint Venture dba Cortez Gold Mines**

Project Name: **Cortez Gold Mine Project**

Permit Number: **NEV0000023**
Review Type/Year/Revision: Renewal 2016, Fact Sheet Revision 00

A. Location and General Description

Location: The facility, known as the **Cortez Gold Mine Project**, is located on a combination of public (Bureau of Land Management) and private land in east-central Lander County, within portions of Sections 12, 13, and 24, Township 27 North (T27N), Range 47 East (R47E); Sections 18, 19, and 30, T27N, R48E; and Sections 9 and 10, T26N, R48E, Mount Diablo Baseline and Meridian, approximately 62 air-miles southwest of the town of Elko. The facilities are situated along the west flank of the Cortez Mountains, at the foot of Mount Tenabo and approximately 4 air-miles north of the historic site of the town of Cortez. Access to the project area is possible by traveling approximately 40 miles west from Elko, on Interstate Highway 80 to the Beowawe interchange exit #261. Proceed south on paved Nevada State Route 306 approximately 31 miles through the communities of Beowawe and Crescent Valley to the junction with the road to Grass Valley. The Cortez Gold Mine facilities are located approximately 5 miles east, across the Crescent Valley alkali flats. The Horse Canyon area, which is included in the permit, is approximately 2 miles east of Mount Tenabo and can be accessed via the Horse Canyon Haul Road over a distance of approximately 10 miles.

General Description: The project originally consisted of open pit mines, waste rock storage facilities, conventional cyanide heap leach pads, carbon columns, a carbon-in-leach mill (Mill #1), tailings impoundments, a circulating fluid bed (refractory ore) roaster, a groundwater remediation pumpback system, and support facilities. The facility had been in Planned Temporary Closure (NAC 445A.444) since October 1999. It is now in Permanent Closure. Management and monitoring of several components were transferred to the Cortez Hills Expansion Project Water Pollution Control Permit (WPCP) NEV2007106 in late 2008 and early 2009, as water management facilities, and multiple component closures were completed prior to the 2010 renewal. The operational process components were designed and constructed to operate without any release or discharge from the fluid management system except for meteorological events that exceed the design storm event. The facility disturbance footprint occupies approximately 1,600 acres.

December 1997. Characterized spent ore from these heaps has been used for on-site construction purposes.

The **Phase I 91-C Heap Leach Pad (CLOSED 2008/2009)** was constructed over an older run-of-mine heap leach pad. The composite liner system is comprised of two compacted 6-inch lifts of tailings material, obtained from Tailings Impoundment 4 and Tailings Impoundment 5, with a design permeability of less than 1×10^{-6} centimeters per second (cm/sec), a leakage detection system of unknown design, and a layer of 60-mil high-density polyethylene (HDPE).

The underdrain solution collection system is comprised of an 18-inch thick crushed ore over-liner placed on 4-inch diameter perforated corrugated HDPE pipes placed on 30-foot centers on the 60-mil HDPE liner. The pad is divided into three cells by 2-foot-high divider berms. The pad leak detection trenches were constructed along the upgradient edge of the divider berms. Pregnant solution was collected on the margins of the pad in 60-mil HDPE lined collection ditches. Until 2004, solution was conveyed to the 91-C Pregnant Pond through a 14-inch diameter pipeline. The solution collection ditches and the buried portion of the 14-inch diameter conveyance pipeline are traced by leak detection. In 2004, a surface HDPE pipeline was constructed to convey 91-C draindown directly to the Tailings Impoundment 7 south toe ditch.

Pregnant Pond 3 was closed during construction of the 91-C ponds. The heap leaching components, including Pregnant Pond 2, 91-C Pregnant Pond, and 91-C Barren Pond, have all been closed and reclaimed (see pond descriptions below).

Pregnant Pond 2 (PP2) (CLOSED 2007) was constructed in 1975, with a capacity of approximately 3.1 million gallons. PP2 received pregnant solution from the West Heap Leach Pad. Solution was originally pumped from PP2 to the carbon columns located at Mill #1; however, with the temporary closure of Mill #1, solution was subsequently pumped to the Water Storage Reservoirs.

PP2 was constructed of 18 inches of compacted clay-silt. A 60-mil HDPE liner was placed over the compacted soil layer in 1989. Leak detection for PP2 was a central gravel-filled trench excavated in the compacted soil layer and sloped toward the pond reclaim tower. A 4-inch diameter perforated PVC pipeline ran the length of the trench and connected to a 4-inch diameter PVC vertical riser pipe.

PP2, located approximately 75 feet to the northwest of monitor well MW-09A, was thought to be a potential source of contaminants reporting to MW-09A. An engineering design change (EDC) modification, approved on 7 June 2006 by the Nevada Division of Environmental Protection and submitted in accordance with a Schedule of Compliance, authorized closure of PP2. The EDC approval also authorized construction of the West Heap Leach Pad Seepage Collection System (see below) as a new collection system.

Pumpback solution from MW-09A is conveyed to the WSRs through a buried 1-inch diameter HDPE pipeline placed within a 3-inch diameter HDPE pipeline for secondary containment. The pipeline was constructed to be free-draining and placed in a 2-foot deep backfilled trench to further minimize the potential for freezing.

The pumping rate at MW-09A is monitored with a piezometer well, MW-09B, located approximately 50 feet north of MW-09A. MW-09B was completed to a total depth of 61.5 feet and lined with a PVS screen from 19 feet to 59 feet in the hole. The screen was constructed with seal zones both above and below the interval and brackets the water table encountered during well development at a depth of 22.9 feet in the hole. MW-09B allows calibration of the pumping rate and drawdown in MW-09A to ensure it does not significantly impact the existing remediation well pumpback system that captures groundwater from impoundments TA-6 and TA-7.

A potential source of the continued degradation may be percolation of meteoric water through backfill and into the footprint of the closed PP2 pond. The backfill material placed in the area of the pond footprint had settled significantly since closure in 2007. Therefore, additional backfill, graded to promote drainage of meteoric water away from the footprint, was placed over the footprint and compacted in four 1-foot lifts to at least 90% maximum dry density as indicated by the modified Proctor method American Society for Testing and Materials (ASTM), Method D 1557. New monitoring and reporting requirements were incorporated into the Permit for MW-09A and MW-09B. They include weekly water level measurements, monthly analysis for problem constituents, and a quarterly analysis for a complete Nevada Division of Environmental Protection (NDEP) Profile I analytical suite.

The **91-C Pregnant Pond (CLOSED 2008/2009)** and the **91-C Barren Pond (CLOSED 2008/2009)** were constructed in 1990. With a 2-foot freeboard, the ponds had respective solution capacities of approximately 3.1 million and 0.6 million gallons. Both ponds were constructed with a 60-mil HDPE primary liner and a 40-mil HDPE secondary liner. A layer of geonet between the primary and secondary liners in each pond served as a leakage collection and recovery system (LCRS) to convey fugitive solution to individual gravel-filled sumps. Each LCRS sump drained via 4-inch diameter HDPE pipeline to a 6-inch diameter vertical riser pipe for leakage quantification and evacuation. The 91-C Pregnant Pond riser was identified as LD-5 and the 91-C Barren Pond riser was identified as LD-7.

Process piping, process sumps, and the pregnant and barren leak detection sumps were underlain with a 40-mil PVC liner that reports to a 6-inch diameter HDPE vertical riser pipe identified as LD-6.

At the 2-foot freeboard level on the 91-C Pregnant Pond, solution flowed via a 60-mil HDPE lined overflow channel to the 91-C Barren Pond. At the 2-foot freeboard level, the 91-C Barren Pond overflowed via an 8-inch diameter surface overflow pipeline that lead to PP2.

6 commenced in 1985. In 1989, a 3,500-foot long seepage collection ditch was constructed along the base of the west and north embankment toe to collect seepage. The area of the ditch was excavated, the subbase soils were compacted, and a 60-mil HDPE liner was placed and keyed into the toe of the embankment. Solution collected in the ditch flows by gravity to an HDPE-lined sump located at the north end of the impoundment and may be pumped through a surface HDPE pipeline to the Cortez Mine Underdrain Pond. The seepage collection ditch was covered by a subsequent embankment raise.

Seepage continued until 1995, when discharge to TA-6 was discontinued. Monitor well MW-61 is located approximately 300 feet north of the TA-6 north embankment toe. Approximately 2 feet of spent leach ore from the East and West heaps was placed in a layer on the TA-6 surface as a dust suppression measure.

The 2005 renewal of the Permit contained a Schedule of Compliance item requiring the Permittee submit a TA-6 final permanent closure plan for review and approval. The *Final Plan for Permanent Closure for Tailings Area 6 (TA6)*, dated March 2006, was reviewed and upon receipt of additional requested information, approved 24 May 2006. The plan was implemented during the first calendar quarter of 2007, and final permanent closure was completed in November 2007.

The approved plan includes addition into the Permit of formal monitoring of three existing static solution level piezometers. Based on historic closure characterization data and other risk evaluations, final closure includes, but is not limited to: grading of the embankment to a stable final slope configuration of 3H:1V or shallower, placement of a minimum 12-inch-thick soil/alluvial cover in all existing rock-covered tailings areas, placement of a minimum of 18 inches of soil/alluvium cover in areas of internal runoff conveyance pathways, and creation of a breach in the west embankment to allow construction of a rip-rap armored runoff spillway that will report to a rip-rap-lined stilling basin and a runoff sediment trap to reduce collection of fluid on the surface of the covered facility.

Tailings Impoundment 7 (TA-7) management and monitoring were transferred to WPCP NEV2007106 in September 2008, along with the management and monitoring of the **Cortez Mine Underdrain Pond (UDP)**, the **Cortez Mine Stormwater Pond (SWP)**, and the **Overflow Spillway** that links the ponds. The **Water Storage Reservoirs (WSR)** were also transferred to WPCP NEV2007106 for management and monitoring in September 2008.

Solution Pond 1 (SP1) **(CLOSED 2008/2009)** was constructed in 1971, to receive water from the Mill #1 Thickener #3 tailings wash. SP1 had not been in use since 1996, but was maintained for emergency use only. SP1 was originally constructed with a layer of 18 inches of compacted clay-silt material with a design capacity of approximately 2.2 million gallons. A 60-mil HDPE liner was installed over the compacted clay-silt base in 1989. SP1 had no leak detection and was permitted as a single-lined pond. When operated, water from SP1 was sprayed on the West Heap Leach Pad and later pumped to the WSR.

inches of compacted soil. Leak detection for the PBP consisted of a v-trench cut into the compacted soil base beneath the pond geosynthetic liner. The trench contained a perforated 4-inch diameter PVC leakage collection pipeline placed within gravel trench backfill. Fugitive solution could be conveyed through the pipeline to a solid 4-inch diameter PVC vertical riser that penetrated the pond liner. In 2004, the PBP was removed from service and pumpback water is pumped directly to the UDP via an overland pipeline. The PBP was closed and removed from the Permit in June 2007.

Cortez Pit and Crescent Pit: The Cortez deposit was mined via the **Cortez Pit** from 1968 until 1973, when operations moved to the Gold Acres deposit (WPCP NEV0094102). A pit lake existed in the Cortez Pit from 1973 to 1998; at that time the lake disappeared.

The **Crescent Pit**, located on the west side of the valley, was mined under the Cortez permit from 1994 through 1997, but has been consumed by the Pipeline Pit. Therefore, waste rock characterization for the Crescent Pit was performed and submitted as part of the Pipeline Project (WPCP NEV0093109) reporting. Pipeline ore was processed at the Cortez Mill #1 until 1999, when the Pipeline Mill #2 and associated components were completed.

Horse Canyon Site: The Horse Canyon operations are located approximately 2.5 miles northeast of the Cortez facility on the northeast flank of Mount Tenabo. Horse Canyon was mined from 1983 through 1987, with final ore stockpile removal in 1993. The Horse Canyon facilities include the South Silicified Pit and South Silicified Waste Rock Dump; the Horse Canyon Pits 1 and 2 and Horse Canyon Waste Rock Dumps 1 through 9; and the South Extension Pit.

Acid rock drainage (ARD) was identified in April 1994, at the South Silicified Dump, an unlined, pre-regulation-vintage (pre-1989) waste rock storage facility. The ARD, when flowing, is collected in cut-off trenches and passively neutralized in-situ by carbonate rock backfilled in the trenches. Monitor wells were installed in 1997 to determine the effectiveness of the treatment system and, to date no groundwater degradation has been detected.

Pump and Treat System: A series of wells are located adjacent to the Mill #1 facilities for the recovery of hydrocarbons as part of remediation efforts being performed in accordance with the Leaking Underground Storage Tank (LUST) Program and oversight by the NDEP Bureau of Corrective Actions. Although this remediation program is not a part of the Permit, recovered fluids are stored in the Mill #1 Thickener Tank #1 and routinely evacuated to the TA-7. However, prior to each discharge to the TA-7, the fluids are analyzed for benzene, toluene, ethylbenzene, total xylenes, MTBE, and TPH and the results are reported quarterly as an informational requirement of the Permit.

Temporary Water Supply and Event Pipelines (transferred to WPCP NEV2007106 for management and monitoring in September 2008): An EDC was approved 30 May 2006, authorizing construction of temporary Water Supply

following identification of groundwater degradation in 1980. A hydrocarbon remediation system is also operated at the site.

Depth to groundwater at the toe of the Horse Canyon South Silicified Dump ranges from 255 to 320 feet below ground surface.

D. Procedures for Public Comment

The Notice of the Division's intent to issue a permit authorizing the facility to construct, operate and close, subject to the conditions within the permit, is being sent to the **Battle Mountain Bugle** for publication. The Notice is being mailed to interested persons on our mailing list. Anyone wishing to comment on the proposed permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the Permit.

F. Proposed Effluent Limitations, Schedule of Compliance, Special Conditions

See Section I of the Permit.

G. Rationale for Permit Requirements

The facility is located in an area where annual evaporation is greater than annual precipitation. Therefore, it must operate under a standard of performance which authorizes no discharge(s) except for those accumulations resulting from a storm event beyond that required by design for containment.

The primary method for identification of escaping process solution will be placed on required routine monitoring of leak detection systems as well as routinely sampling downgradient monitoring well(s) and surface water. Specific monitoring requirements can be found in the Water Pollution Control Permit.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S.C. 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 CFR

NEVADA DIVISION OF
ENVIRONMENTAL PROTECTION

STATE OF NEVADA
Department of Conservation & Natural Resources
Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
David Emme, Administrator

24 May 2016

NOTICE OF DECISION

WATER POLLUTION CONTROL PERMIT NUMBER NEV0000023

Cortez Joint Venture dba Barrick Cortez Inc.
Cortez Gold Mine

The Administrator of the State of Nevada Division of Environmental Protection (the Division) has decided to renew Water Pollution Control Permit NEV0000023 to Barrick Cortez Inc. This Permit authorizes the closure of approved mining facilities in Lander County, Nevada. The Division has been provided with sufficient information, in accordance with Nevada Administrative Code (NAC) 445A.350 through 445A.447, to assure that the waters of the State will not be degraded by this operation, and that public safety and health will be protected.

The Permit will become effective **8 June 2016**. The final determination of the Administrator may be appealed to the State Environmental Commission pursuant to Nevada Revised Statute (NRS) 445A.605 and NAC 445A.407. All requests for appeals must be filed by 5:00 PM, **3 June 2016**, on Form 3, with the State Environmental Commission, 901 South Stewart Street, Suite 4001, Carson City, Nevada 89701-5249. For more information, contact Lisa Kreskey at (775) 687-9415 or visit the Bureau of Mining Regulation and Reclamation website at http://ndep.nv.gov/bmrr/index.htm

No comments were received during the public comment period.

901 S. Stewart Street, Suite 4001 • Carson City, Nevada 89701 • p: 775.687.4670 • f: 775.687.5856 • ndep.nv.gov

printed on recycled paper