LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 1

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

Public comment.

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

Recommended Action:
No specific action is necessary on this agenda item.

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 2

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding operations and projects of the Lander County Safety Manager and other matters properly related thereto.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 3

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding operations and projects for the Road and Bridge South Department and other matters properly related thereto.

Public comment.

Background:
Bert Ramos is out of town and will not be in attendance at today's meeting.

Normal Daily Maintenance on Lander County Roads.

Recommended Action:
None

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 4

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding operations and projects for the Road and Bridge North Department and other matters properly related thereto.

Public comment.

Background:

None

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 5

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding operations and projects for the Public Works Department and other matters properly related thereto.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 6

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the Lander County District Attorney's Office job descriptions for Legal Secretary I and Legal Secretary II, and other matters properly related thereto.

Public comment.

Background:

The Lander County District Attorney's Office job descriptions for Legal Secretary I and Legal Secretary II are presented for Commission consideration.

Both positions are represented positions under the Local 3, General Employees' Bargaining Unit.

Recommended Action:

LANDER COUNTY
Job Description

LEGAL SECRETARY I

Grade: 20
FLSA Status: Non-exempt (Classified)
Position: Full-time
Probationary Period: 6 months
Date Approved: October 24, 2013

DEFINITION: Under the supervision of the District Attorney, Deputy District Attorney and Office Manager, performs secretarial duties.

DISTINGUISHING CHARACTERISTICS: Legal Secretary I is an entry level class initially under close supervision; as experience is gained incumbent works more independently within established guidelines. Progression to Legal Secretary II is based upon certification by the District Attorney that the employee meets the qualifications for Legal Secretary II. Employees hired at Legal Secretary I are expected to qualify for Legal Secretary II within 24 to 36 months, depending on obtaining additional qualifications.

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

- Works on criminal and civil matters, including but not limited to, public administrations, public guardianships, juvenile cases, insufficient funds, and restitution.
- Prepares office and business correspondence.
- Operate general office equipment, including personal computer, copier, postage meter.
- Opens and closes files, files documents.
- Prepares a variety of legal forms upon direction. Types legal documents.
- Answers telephones, screens calls, takes and delivers messages, and direct calls.
- Picks up and sorts mail.
- Files documents with Justice Court and District Court.
- Maintains professional and courteous relationships with others.
- Works on financial issues.
- Maintains office database, calendar, schedules appearances of attorneys at court, appointments, and/or meetings.
- Pays close attention to detail.
- Maintains confidentiality.
- Assists in court when needed.

#6

#6

- Assists with other duties where needed.

ESSENTIAL FUNCTIONS OF THE JOB:

1. Must be able to prepare rough drafts with efficiency and with a strong attention to detail.
2. Must be able to file and retrieve from a standard five-drawer filing cabinet.
3. Must be able to use a computer and use Microsoft Word, Microsoft Excel and the office database system.

MINIMUM QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability: Knowledge of legal and business terminology, legal and business practices and general office procedures and practices. Ability to communicate effectively orally, audibly, and in writing; read and write English; analyze situations correctly and take effective action; work effectively with public and other employees; interact pleasantly and professionally with public, office staff, and other counsel and staff.

Experience and Training: Graduation from high school or any combination of legal experience, education and training that demonstrates possession of the desired skills and abilities.

Special Requirements: Ability to pass background investigation and to qualify for and maintain certification to operate NCIC, NCJIS and related computers, and become a notary public.

Post Job Offer Doctor's Exam: Required.

Physical Demands: Strength, stamina and endurance for periods of sitting, typing, standing, copying, and filing.

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 are encouraged to discuss potential accommodations with the employer.

Working Conditions: Work is inside; periodic contact with angry and upset individuals, frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events.

Drug Screen: A pre-employment drug screening may be required.

Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee.
Lander County is and equal opportunity employer
Lander County is a drug free work place

A copy of this job description was received by _____

this _____ day of _____, 20_____.

Signed: _____

LANDER COUNTY
Job Description

LEGAL SECRETARY II

Grade: 22
FLSA Status: Non-exempt (Classified)
Position: Full-time
Probationary Period: 6 months
Date Approved: October 24, 2013

DEFINITION: Under the supervision of the District Attorney, Deputy District Attorney and Office Manager, performs secretarial duties.

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

- Works on criminal and civil matters, including but not limited to, public administrations, public guardianships, juvenile cases, insufficient funds, and restitution.
- Prepares office and business correspondence.
- Operate general office equipment, including personal computer, copier, postage meter.
- Opens and closes files, files documents.
- Prepares a variety of legal forms upon direction. Types legal documents.
- Answers telephones, screens calls, takes and delivers messages, and direct calls.
- Picks up and sorts mail.
- Files documents with Justice Court and District Court.
- Maintains professional and courteous relationships with others.
- Works on financial issues.
- Maintains office database, calendar, schedules appearances of attorneys at court, appointments, and/or meetings.
- Verifies the accuracy of the content of citations against current Nevada Revised Statutes.
- Reviews new cases and sets up interviews with clients, law enforcement personnel and attorneys; communicates with clients and witnesses to obtain or verify information.
- Assists the District Attorney, Deputy District Attorney and Office Manager on more detailed and thorough work of each of the respective offices.
- Pays close attention to detail.
- Maintains confidentiality.

#6

- Assists in court when needed.
- Assists with other duties where needed.

ESSENTIAL FUNCTIONS OF THE JOB:

1. Must be able to prepare rough drafts with efficiency and with a strong attention to detail.
2. Must be able to use a computer and use Microsoft Word, Microsoft Excel and the office database system.
3. Must be able to handle preparation for trial, including the proper categorizing of case material.
4. Must be able to assist in research of legal materials pertinent to pending cases.
5. Must be able to show proficiency and reliability in his or her work product on a continual basis, as determined by District Attorney, Deputy District Attorney and Office Manager.

MINIMUM QUALIFICATIONS FOR EMPLOYMENT:

Knowledge and Ability: Knowledge of legal and business terminology, legal and business practices and general office procedures and practices. Ability to communicate effectively orally, audibly, and in writing; read and write English; analyze situations correctly and take effective action; work effectively with public and other employees; interact pleasantly and professionally with public, office staff, and other counsel and staff. Ability to show initiative, and search for additional tasks to do to improve the efficiency of the office, offer suggestions to improve the efficiency of the office, provide additional assistance to the District Attorney, Deputy District Attorney and Office Manager, in taking on new tasks, including but not limited to, drafting legal documents, assisting with legal research and offering more in depth work on pending cases.

Experience and Training: All the requirements of a Legal Secretary I, in addition to, at least two years of legal experience involving the preparation and processing of legal documents or providing legal clerical support to an attorney and the completion of a Paralegal Studies course. Must also demonstrate an initiative to search for additional tasks to improve the efficiency of the office, and to provide additional assistance to the District Attorney, Deputy District Attorney and Office Manager, as needed.

Post Job Offer Doctor's Exam: Required.

Physical Demands: Strength, stamina and endurance for periods of sitting, typing, standing, copying, and filing.

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 are encouraged to discuss potential accommodations with the employer.

Working Conditions: Work is inside.

Drug Screen: A pre-employment drug screening may be required.

Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee.
Lander County is and equal opportunity employer
Lander County is a drug free work place

A copy of this job description was received by _____

this _____ day of _____, 20_____.

Signed: _____

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 7

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding presentation announcing the 2014 Community Development Block Grant (CDBG) funding cycle and call for applications to the program; and other matters properly related thereto.

Public comment.

Background:

The Community Development Block Grant (CDBG) program is administered nationally by U.S. Department of Housing and Urban Development (HUD) and the Governor's Office of Economic Development.

The primary objective of CDBG is to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities.

The state must ensure that at least 70% of CDBG grant funds are used to benefit LMI persons over a 3 years. On a project by project basis, the funds can only go to activities that will benefit 51% or more LMI persons; aid in the prevention or elimination of slum or blight; or address a recent urgent community development need.

In rural Nevada approximately $3M is awarded annually and has been proven to be very versatile and effective community development tool. Fifteen counties and eleven cities in Nevada have received funding; Lander County has received over $2.7 million since 1982, some of those projects include: Austin Water System, Austin Senior Center, Austin Ambulance, Battle Mountain Senior Center, Kingston Water System, Battle Mountain Elevator, Austin Sewer Treatment Plant Relocation, Austin Courthouse Handicap Access. etc.

Recommended Action:

It is recommended that the Commission accept the announcing of the 2014 Community Development Block Grant (CDBG) funding cycle and call for applications to the program and to set for Presentations for November 21, 2013.

Lander County
Community Development

October 24, 2013

The Community Development Block Grant (CDBG) program is administered nationally by the U.S. Department of Housing and Urban Development (HUD) and the Governor's Office of Economic Development. It was established by the federal Housing and Community Development Act of 1974. The ace was amended in 1981 to give each state the opportunity to administer federal funds for non-entitlement, essentially in rural areas. The state CDBG program celebrated its 30th anniversary in early 2012. Non-entitlement areas include those units of general local government which do not receive CDBG funds directly from HUD for cities with populations of less than 50,000 and counties with populations of less than 200,000.

The primary objective of CDBG is to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities. The state must ensure that at lease 70% of CDBG grant funds are used to benefit low to moderate income (LMI) persons over a 3 year period. Nationally, this figure stands at over 96%. On a project by project basis, the funds can only go to activities that will benefit: 1) 51% or more LMI persons; 2) aid in the prevention or elimination of slum or blight; 3) address a recent urgent community development need.

In rural Nevada, approximately $3 million dollars is awarded annually; the funding is based on a HUD formula, which takes into account population, poverty levels, overcrowded housing, and age of housing. In Nevada, the state CDBG program serves approximately 15% of the state's population and has been proven to be a very versatile and effective community development tool. Fifteen (15) counties and eleven (11) cities in Nevada have received funding in the past.

CDBG funding has been very effective in Lander County and has been used for the following types of projects: Austin Senior Center, Austin Courthouse Handicap Access; Kingston Water Master Plan; Battle Mountain Industrial Site Analysis; Battle Mountain Waste Water System; Kingston Water System Improvements. On July 1, 2013 CDBG granted Lander County $43,030.00 for the Kingston Water Tank Design and Engineering project.

It is recommended that Lander County participate in the CDBG 2014 funding cycle and announce that applications are available to the community today and those application submitted will be presented to the Board of County Commissioners at the November 21, 2013 meeting.

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

Community Development Block Grant (CDBG)
"Summary of Past Performance"

YEAR	PROJECT	GRANT AWARD	STATUS	
1982	Austin Water System	125,680.00	Closed	
1982	Battle Mountain Water	56,320.00	Closed	
1983	Austin Water	106,238.00	Closed	
1983	Kingston Water Project	0.00	Closed	102,000 reverted
1984	Austin Water Project	33,590.00	Closed	
1987	Austin Senior Center	78,000.00	Closed	
1988	N. Battle Mt. Drain Study	30,000.00	Closed	
1988	Austin Ambulance	30,000.00	Closed	
1989	Battle Mountain Senior Center	120,000.00	Closed	
1991	Austin Courthouse Handicap Access	30,000.00	Closed	
1992	Kingston Water System	57,000.00	Closed	Date Closed 2/9/00
1993	Austin Water Upgrade	85,506.98	Closed	Deob. $1,493.02 12/94 Dat
1993	Battle Mt. Elevator	73,717.00	Closed	1996 Additional $43,717
1997	Austin Water Booster Station	99,700.00	Closed	Date Closed 1/26/01
1997	Kingston Water PER Master Plan	17,000.00	Closed	Date Closed 3/10/00
1998	Battle Mtn. Wastewater Engineering	25,000.00	Closed	Date Closed 3/20/01
1999	Battle Mountain Wastewater System 99/007	225,000.00	Closed	Date Closed 6/28/02
2000	Battle Mountain Wastewater System Design/Const 00/006	175,000.00	Closed	Date Closed 2/10/03
2001	Kingston Water System Improvements III 01/005	132,000.00	Closed	Date Closed 12/16/04
2002	Austin Historical Site Plan 02/021	20,000.00	closed	
2003	Austin Well & Booster Generators 03/009	22,750.00	Closed	Date Closed 11/20/200
2004	Austin Museum Site Acquisition 04/008	80,000.00	Closed	Date Closed 12/21/200
2006	Kingston Water System Rehabilitation 06/PF/007	217,000.00	closed	
2007	Austin Sewer Treatment Plant Relocation 07/PF/007	67,500.00	Closed	Date Closed 12/21/200
2008	Austin Sewer Treatment Plant Relocation 08/PF/456	82,217.00	Closed	
2009	Austin Sewer Treatment Plant Relocation 09/PF/010	197,783.00	Closed	
		2,187,001.98		
1995	RIPCO-Super 8	0.00	Withdrawn	7/16/96 100,000.00
		0.00		
2000	Housing Rehabilitation 00/HS/003	50,000.00	Closed	Date Closed 3/8/05
2006	Housing Rehabilitation 06/HS/002	120,000.00	Closed	
2007	Housing Rehabilitation 07/HS/001	140,000.00	Closed	Date Closed 12/15/200
2008	Housing Rehabilitation 08/HS/002	128,000.00	Closed	

#
7

Community Development Block Grant (CDBG)
"Summary of Past Performance"

		438,000.00		
1995	Gillman Springs Water	11,626.00	Closed	Deob. 3,374.00 8/98
1997	Capital Improvements Plan	19,036.01	Closed	Deob 963.99 8/99 D
1999	Battle Mtn. Industrial Site Analysis 99/PCB/014	36,228.63	Closed	Deob 3,771.37 Date
2003	Battle Mtn Detail Master Plan 03/PCB/007	55,063.00	Closed	Date Closed 12/15/20(
		121,953.64		
		0.00		
		2,746,955.62		

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 8

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the final subdivision map for Turquoise Hills Estates, Phase 1, located in a portion of the S2 of Section 25, T32N, R44E, APN 011-110-14, and other matters properly related thereto.

Public comment.

Background:
Representatives for Turquoise Hills Estates will be present to provide details on the project.

The Tentative Map for the Turquoise Hills Estates Subdivision was approved by the Lander County Planning Commission on May 8, 2013

Documents submitted with Final Map:

Development Agreement, Turquoise Hills Estates Subdivision, Phase 1
Exhibit A: (for bonding for purposes only) $111,112.50
Exhibit B: Project Phases
Exhibit C: Improvement Inspection and Testing Affidavit
Exhibit 1: Legal Description
Exhibit 2: Declaration of Covenants, Conditions and Restrictions
Exhibit 3: Statement of Will-Serve
Exhibit 4: Letter from Battle Mountain Water & Sewer
Letter from Lander County Treasurer

Recommended Action:
It is recommended that the Commission approve the Final Map of Turquoise Hills Estates, Phase 1, located in a portion of the S1/2 of Section 25, T32N, R44E, APN 011-110-14 and authorize the Chair to sign the Mylar and the Development Agreement.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 9/26/13

NAME: JAY WINTLE REPRESENTING: _____

ADDRESS: 810 SHEEP CREEK RD.

PHONE (H): (775) 374-1251 (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: JAY WINTLE (775) 374-1251

WHO WILL BE ATTENDING THE MEETING: JAY WINTLE/ARNOLD BECK CONSTRUCTION INC
TOM MERWIN (775) 340-2174

JOB TITLE: LAND OWNER

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: FINAL SUBDIVISION MAP APPROVAL.
TURQUOISE HILLS ESTATES SUBDIVISION MAP, PHASE I

(PHASE 1, TURQUOISE HILLS ESTATES)

BACKGROUND INFORMATION: SUBDIVISION MAP HAS BEEN APPROVED BY PLANNING & ZONING, COUNTY SURVEYOR APPROVED, ALL DEPT. HEADS HAVE REVIEWED.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? FINAL APPROVAL OF PHASE1, TURQUOISE HILLS ESTATES, SUBDIVISION MAP.

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

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING.
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ✓ N/A ___

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? CURRENTLY REVIEWING DEVELOPMENT AGREE. AND PERFORMANCE BOND. YES ___ 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.

Jay Wintle DATE: 9-17-2013

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

8

Print Form

Lander County Planning Commission

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

TENTATIVE MAP FOR SUBDIVISION APPLICATION

APPLICANT / OWNER INFORMATION

Applicant(s): Arnold Beck Construction Contact: Tom Merwin

Address: 598 Palace Parkway Phone Number: (775) 340-2174

Legal Owner(s): Jay Wintle

Address: 810 Sheep Creek Phone Number: (775) 374-1251

Applicant's Representative or Engineer: John Pekrul, PE (Welsh Hagen Associates, Inc. dba Telesto Nevada, Inc.)

PROJECT INFORMATION

Property Location: Section 25, Township 32 North, Range 44 East

Assessor's Parcel Number: 011 – 110 – 14

Current Zoning: A-1

Are there any Deed Restrictions affecting the use of the property?

NONE

Total area of this subdivision: 82.86 acres

Total numbers of proposed lots: 69 Typical lot size: 1 Acre(+)

Type of development proposed: Residential - Single Family

Streets, roads, and right-of-ways: 24' EP to EP and 60' Row

Public utilities will be furnished as follows:

Electricity: NVEnergy Water Battle Mountain Wate Sewage Septic

Existing and proposed street dedications are as follows:

70' Row - Sheeps Creek
60' Row - Blue Ridge
60' Rows - Blue Glen, Lander Blue and Super X

Type of street / road improvements proposed as as follows:

24' Asphalt Road w/6' shoulder (no curb or gutter)

Existing and proposed fire protection improvements are as follows:

Existing 16" PVC distribution main
Existing and proposed fire hydrants

SIGNATURE(S)

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

Applicant's Signature — Date: 4/15/13

Applicant's Signature (if the person applying is not the owner) — Date:

REQUIRED AT TIME OF APPLICATION TO PLANNING COMMISSION

The following must accompany this application to the Planning Commission for a Tentative Subdivision Map:

- A copy of the Grant Bargain and Sale Deed or Affidavit attesting to ownership.
- 3 copies of the proposed Tentative Subdivision Map prepare in accordance with Chapter 16.12 of Lander County Code for review by County Surveyor, Planning Dept., Assessor and Treasurer.
- 12 copies of proposed Tentative Map (may be 11 x 17).
- If property is improved, include all existing buildings, building setbacks and any other pertinent information.
- $500.00 fee for first 25 lots, then $10.00 for each additional lot (non-refundable).

The following is due by _____ **In order to be on the** _____ **3:00 p.m. Planning Commission Agenda:**

REQUIRED FOR LANDER COUNTY BOARD OF COMMISSERS AGENDA

- Approval of proposed Final Map by Planning Commission, D. A., and County Surveyor.
- Original Mylar of proposed Final Map with all appropriate signatures & any changes required by review.
- 12 copies of proposed Final Map (may be 11 x 17).
- Bonding in place for roads or road improvements made if applicable.
- Verification all taxes are paid in full for the year.
- $500.00 application fee for first 25 lots, then $10.00 for each additional lot. (non-refundable)

*** THIS IS AN UNOFFICIAL COPY ***

DOC # 0241546
03/27/2006 02:53 PM
OFFICIAL RECORD
Requested By:
WILSON & BARROWS LTD

A.P.N: 11-110-07

Lander County - NV
Idonna M. Trevino - Recorder
Page: 1 Of 3 Fee: 16.00
BK-554 PG- 112 RPTT: 403.65

RECORDING REQUESTED BY:
Wilson and Barrows, Ltd.
442 Court Street
Elko, Nevada 89801

SEND TAX STATEMENTS TO:
Grantee at address stated below

UNOFFICIAL COPY

GRANT, BARGAIN AND SALE DEED

FOR VALUE RECEIVED the undersigned Grantor hereby grants, bargains and sells the following property in the County of Lander, State of Nevada, to the following Grantee:

Grantor:	Larry E. Stallard and Nancee Stallard, spouses
Address:	520 West Tule Road Battle Mountain, NV 89820
Grantee:	Jay Wintle and Grace Wintle, spouses
Address:	810 Sheep Creek Road Battle Mountain, NV 89820
Taking title as:	Community property, with the right of survivorship.
Estate conveyed:	Fee simple.

Legal description of property conveyed:

Parcel 4 of that map entitled "A Division of a Portion of Section 25, Township 32 North, Range 44 East, M.D.B.&M." for Larry E. and Nancee Stallard, filed under File No. 0240720 on January 25, 2006, of Official Records, Lander County, Nevada.

*** THIS IS AN UNOFFICIAL COPY ***

~~TOGETHER WITH all buildings and improvements situate thereon.~~

~~TOGETHER WITH~~ the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

"UNOFFICIAL COPY"

GRANTOR:

DATED: February 13, 2006.

LARRY E. STALLARD

DATED: February ___, 2006.

NANCEE STALLARD

STATE OF NEVADA,)
) ss.
COUNTY OF LANDER.)

On February 13th, 2006, personally appeared before me, a Notary Public, **LARRY E. STALLARD**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the above instrument.

NOTARY PUBLIC

GINA LITTLE
Notary Public, State of Nevada
Appointment No. 96-3482-10
My Appt. Expires Jul 15, 2008

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA,)
) ss.
COUNTY OF LANDER.)

On February 13, 2006, personally appeared before me, a Notary Public, **NANCEE STALLARD**, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the above instrument.

NOTARY PUBLIC

GINA LITTLE
Notary Public, State of Nevada
Appointment No. 96-3482-10
My Appt. Expires Jul 15, 2008

06010241.rms
February 9, 2006

UNOFFICIAL COPY

*** THIS IS AN UNOFFICIAL COPY ***

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a) 11-110-07
   b)
   c)
   d)

241546

2. Type of Property:
   a) [X] Vacant Land b) [ ] Single Fam. Res.
   c) [ ] Condo/Twnhse d) [ ] 2-4 Plex
   e) [ ] Apt Bldg f) [ ] Comm'l/Ind'l
   g) [ ] Agricultural h) [ ] Mobile Home
   [ ] Other

FOR RECORDER'S OPTIONAL USE ONLY
Book: 554 Page: 112
Date of Recording: 3-27-2006
Notes:

3. Total Value/Sales Price of Property $
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value: $ 103,470.50
   Real Property Transfer Tax Due: $ 403.65 ✓

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [signature] Capacity Attorney

Signature Capacity

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: Larry E. Stallard &
Address: Nancee Stallard
City: 520 West Tule Road
State: Battle Mtn Zip: NV 89820

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Jay Wintle &
Address: Grace Wintle
City: 810 Sheep Creek Road
State: Battle Mtn Zip: NV 89820

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Wilson and Barrows, Ltd. Escrow #:
Address: 442 Court Street
City: Elko State: NV Zip: 89801

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

"UNOFFICIAL COPY"

Parcel Number 011-110-14 Prior Parc # 011-110-08 Changed 5/24/12
Last Updated 5/24/12 By LURA Created by split; Primary # 011-110-13

Ownership (F6=All Owners F7=Documents F8=Correspondence History)

Legal Owner..... WINTLE, JAY & GRACE Force Assmt Notice....
Assessed Owner..... WINTLE, JAY & GRACE Force Ag Message...
Mail Address..... Force Label.....
810 SHEEP CREEK ROAD Force Card/Aff (C/A)..
City, State..... BATTLE MOUNTAIN, NV Zip... 89820
Vesting Doc #, Date. 241546 - 3/27/2006 Yr,Bk,Pg 06 554 112 Corr Rq'd
Map Document #s..... - -

Description (F11=Additional Locations)

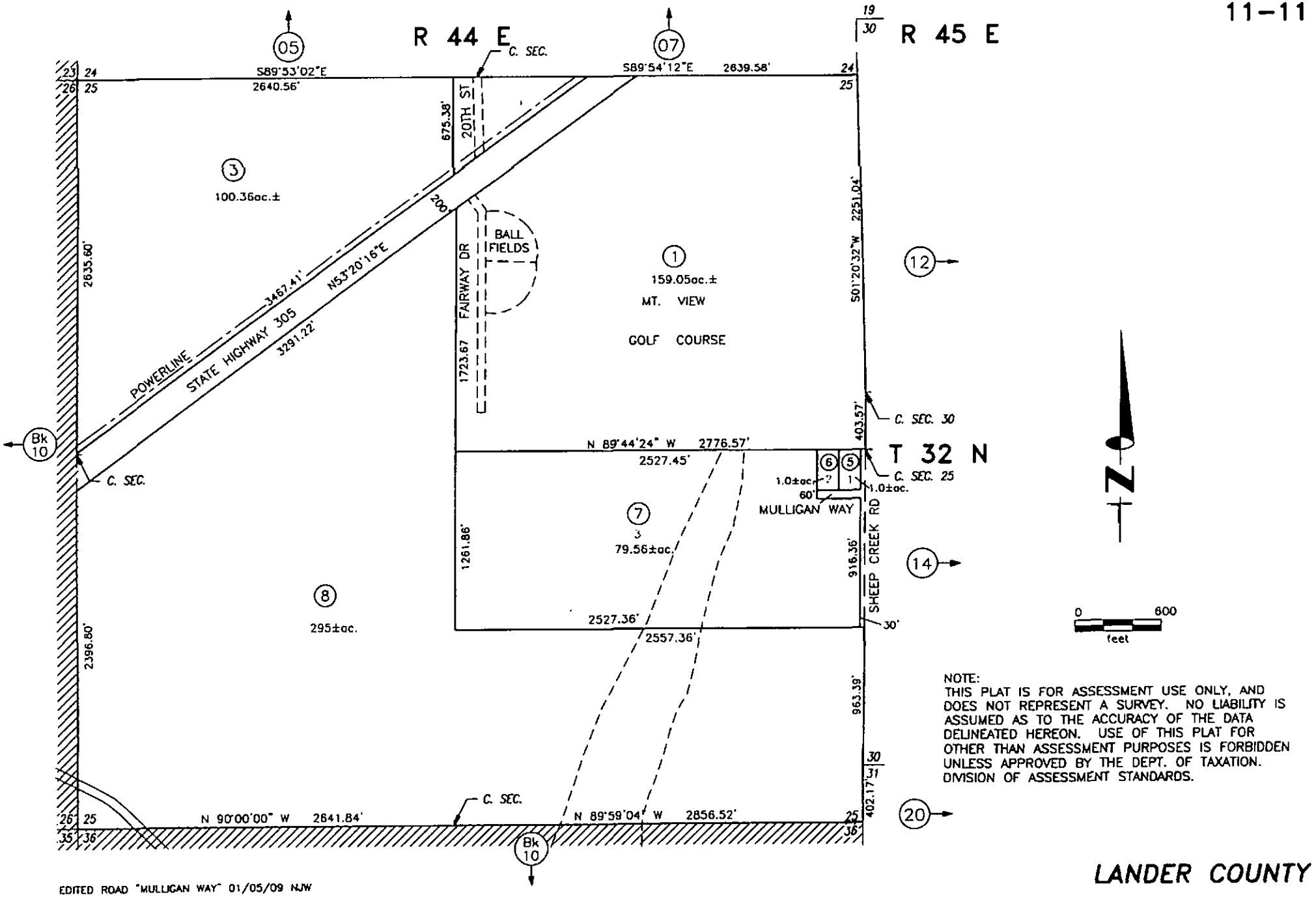
Dir Street or Other Description Unit #(s)

Property Location...
Subdivision..... PARC 4, WINTLE MAP #263527 Block... Lot...
Town..... Parcel Map ID.. 263527
Property Name..... Confidential..
Remarks.....
Parcel # Containing Descriptive/Document Data.... 011-110-13 Land Use: 100

Size

Total Acres... 164.840 Square Feet.... 0
Ag Acres..... .000 W/R Acres..... .000

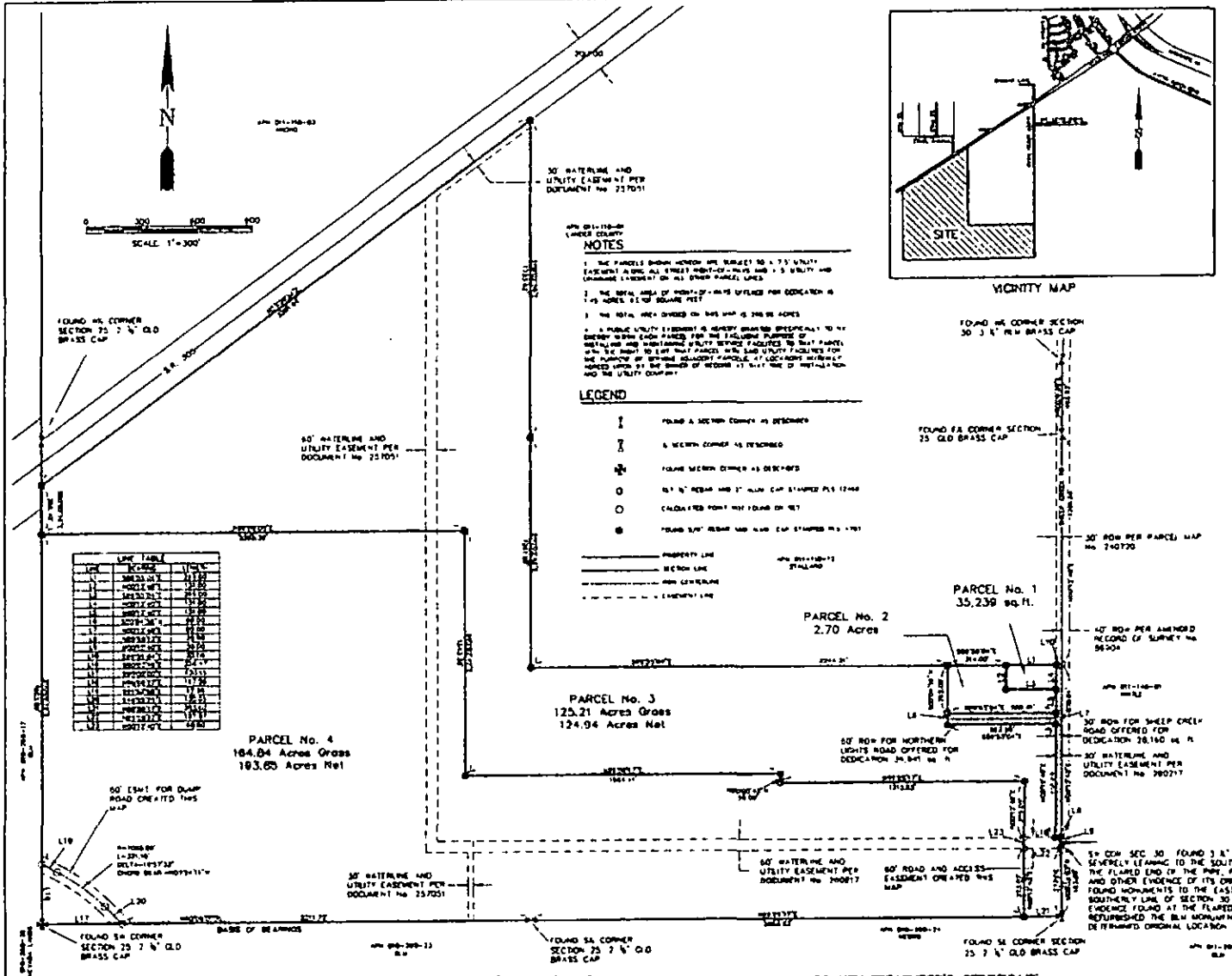
F9=Scan >/< > F5=Addr Hist F10=Othr Func F12=Cancel F14=Imprv/Apprsl Data
F15=Legal Description F16=Misc Notes F17=Factoring History F20=Tax Years
F21=Personal Property F22=Ag Land F23=Exemptions F24=Livestock Counts



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

EDITED ROAD "MULLIGAN WAY" 01/05/09 NJW

LANDER COUNTY



REFERENCES

COUNTY SURVEYOR'S CERTIFICATE

PLANNING COMMISSIONERS CERTIFICATE

LANDER COUNTY COMMISSIONERS CERTIFICATE

COUNTY ASSESSOR'S CERTIFICATE

OWNER'S CERTIFICATES

APPROVAL – PUBLIC UTILITIES

SURVEYOR'S CERTIFICATE

COUNTY TREASURER'S CERTIFICATE

BASIS OF BEARINGS

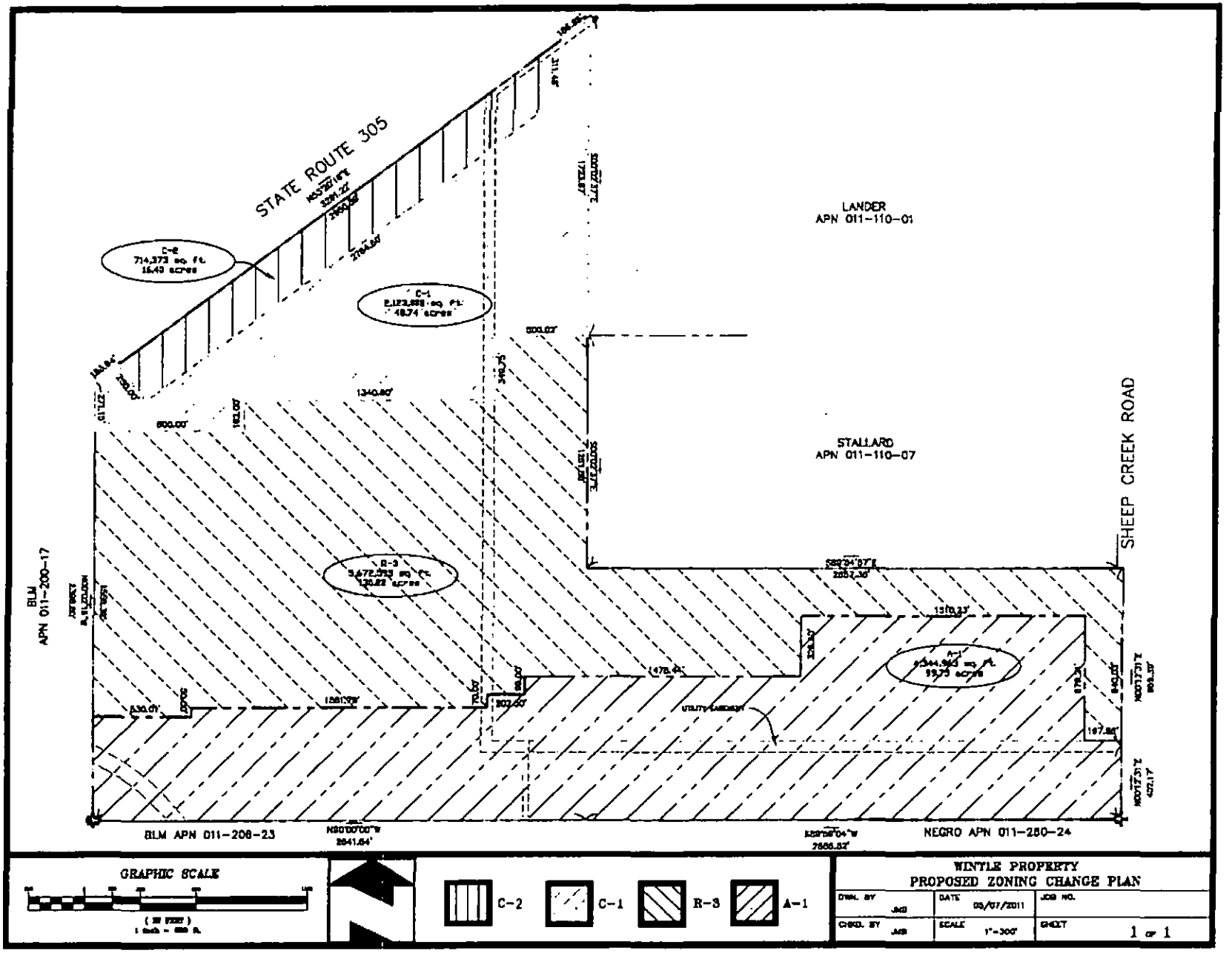
TOTAL AREA DIVIDED = 295.00 Acres

PARCEL MAP

A DIVISION OF A PORTION OF SECTION 25
T.32N., R.44E., M.D.B.& M.
BATTLE MOUNTAIN
LANDER COUNTY, NEVADA
FOR
JAY WAITLE

CHILTON ENGINEERING AND SURVEYING LTD.

11059


STATE ROUTE 305
LANDER
APN 011-110-01
STALLARD
APN 011-110-07
SHEEP CREEK ROAD
BLM
APN 011-200-17
BLM APN 011-208-23
NEGRO APN 011-250-24
C-2
714,373 sq. ft.
16.40 acres
C-1
2,123,888 sq. ft.
48.74 acres
R-3
5,672,593 sq. ft.
130.22 acres
A-1
4,344,963 sq. ft.
99.73 acres
UTILITY EASEMENT
GRAPHIC SCALE
C-2
C-1
R-3
A-1
WINTLE PROPERTY
PROPOSED ZONING CHANGE PLAN
DWN. BY JMB
DATE 05/07/2011
JOB NO.
CHKD. BY JMB
SCALE 1"=300'
SHEET 1 of 1

BRIAN SANDOVAL
Governor

STATE OF NEVADA

LEO DROZDOFF
Director

JASON KING, P.E.
State Engineer

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES
901 South Stewart Street, Suite 2002
Carson City, Nevada 89701-5250
(775) 684-2800 • Fax (775) 684-2811
http://water.nv.gov

August 15, 2013

Subdivision **Review No. 20706T**

To: Lander County Planning Commission
315 South Humboldt St.
Battle Mountain, Nevada 89820

Name: ***Turquoise Hills Estates – Phase 1***

County: Lander-Blue Ridge.

Location: Portion of the S½ of Section 25, Township 32 North, Range 44 East, MDB&M.

Plat: Tentative map and review fee received July 10, 2013, for 69 residential lots.

Owner/ Developer: Arnold Beck Construction
598 Palace Parkway
Spring Creek, Nevada 89815

Engineer: Telesto Nevada Inc.
5490 Longley Lane
Reno, Nevada 89511

Water Supply: Battle Mountain Water and Sewer

General: The Tentative Map indicates that the source of water is to be from the Battle Mountain Water & Sewer Department. A Will-Serve letter was received on July 22, 2013, stating that the Battle Mountain Water & Sewer Department has sufficient uncommitted water rights services available and intends to serve this subdivision; however, according to item 2, Applicable Conditions, this will serve commitment will become void after a period of 6 months. The tentative allocation of water would be allocated to Permit 78952 at a rate of 1,000 gpd for a total of 1.12 acre-feet per development unit.

Action: Recommend tentative approval to water quantity as required by statutes for the ***Turquoise Hills Estates – Phase 1,*** based on water service by the Battle Mountain Water & Sewer Department's Statement of Will-Serve, dated July 19, 2013.

Respectfully submitted,

Robert H Zeisloft, PE

Robert H. Zeisloft, P.E.
Water Rights Section Chief

RHZ/sm/sg

cc: Division of Real Estate
Public Utilities Commission of Nevada
Lander County Health Department
Arnold Beck Construction
Telesto Nevada Inc.
Battle Mountain Water and Sewer

ndep
VADA DIVISION OF
IRONMENTAL PROTECTION
protecting the future for generations

STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

July 26, 2013

LANDER COUNTY PLANNING
LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN NV 89820

Re: Tentative Map-Turquoise Hills Estate
69 lots in Lander County

Dear Mr. PLANNING:

The Nevada Division of Environmental Protection has reviewed the above referenced subdivision and recommends approval of the above referenced subdivision with respect to sewage disposal, water quality and water supply facilities. This recommendation is based upon the decision to use individual sewage disposal systems approved by Lander County.

Please note that if the developer of this subdivision will disturb more than one acre, he/she is required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a $200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control's website at: http://ndep.nv.gov/bwpc/storm_cont03.htm for more information about this permit.

Sincerely,

Choul Kyu Lee, E.I.
Technical Services Branch
Bureau of Water Pollution Control

cc:
Engineer: WELSH HAGEN ASSOCIATES 5490 Longley Lane Reno, NV 89511
Developer Name: ARNOLD BECK CONSTRUCTION 598 PALACE PARKWAY SPRING CREEK, NV 89815

Control No. 9528

Battle Mountain Water & Sewer

550 West Second Street
Battle Mountain, NV 89820
(775) 635-2190
Fax (775) 635-2801

May 24, 2013

RE: Water Service for Turquoise Hills Subdivision, Battle Mountain, NV 89820
Parcel # 011-110-14

To Whom It May Concern,

Lander County will not be providing sewer service to the 69 lots in the Turquoise Hills Subdivision in the near future. The said property that is to be developed is a considerable distance away from the current infrastructure. It is our understanding that if in the future the infrastructure becomes available it will then be added to the system.

Feel free to contact me with any questions or concerns.

Regards,

Jake Edgar
Public Works Foreman

By:
Aly Rodriguez
Executive Secretary

STATEMENT OF WILL-SERVE

Whereas, application by a retail business owner has been made for a will-serve statement in accordance with Lander County policy, and the same has been reviewed and recommended, and it further appears that such will-serve statement may be granted without adversely affecting current or future users of water or sewer service in the Battle Mountain Water and Sewer District if the same is granted upon adequate limited conditions, therefore,

The Battle Mountain Water & Sewer Department acknowledges as follows:

1. A will-serve statement is hereby granted:

Applicant: Arnold Beck Construction

Owner: Arnold Beck Construction

Address: 598 Palace Parkway, Spring Creek, NV 89815

Will-Serve Location: Turquoise Hills Subdivision, Battle Mountain, NV 89820

Assessor's Parcel: 011-110-14

Approximate Size: _____ Square Feet 164.840 Acres

General Description: South ½ of the South ½ of Sec. 25 T.32N., R.44E., Battle Mountain, NV

Legal Description: Parc 4, Wintle Map #263527

Type of Development: Residential

Number of Units: Water 69 Sewer 00

**Note: We are willing to allocate 1,000 gallons per day or 1.12 ac feet per development unit.*

2. Applicable conditions. The foregoing will-serve is granted for a period of 6 months from the date hereof, after which time the same shall become void and is non-transferable. Installation of district facilities by developer must comply with Lander County Code.

Date: May 24, 2013

Aly Rodriguez
Executive Secretary
Battle Mountain Water & Sewer

ndep
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
protecting the future for generations

STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION

Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

September 16, 2013

LANDER COUNTY PLANNING
LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN NV 89820

Re: **Final Map-Turquoise Hills Estates Phase 1**
12 lots in Lander County

Dear Mr. PLANNING:

The Nevada Division of Environmental Protection (NDEP) has reviewed the above referenced subdivision map and hereby approves the final map with regard to sewage disposal, water pollution, water quality and water supply facilities. This approval is contingent upon Lander County providing wastewater treatment and Lander County providing water service to the subdivision.

Please note that if the developer of this subdivision will disturb more than one acre, he/she is required to obtain coverage under NDEP's Construction Stormwater General Permit NVR100000. A Notice of Intent must be filed electronically and submitted with a $200 fee prior to commencing any earth-disturbing activities at the site. Visit NDEP's Bureau of Water Pollution Control's website at: http://ndep.nv.gov/bwpc/storm_cont03.htm for more information about this permit.

Sincerely,

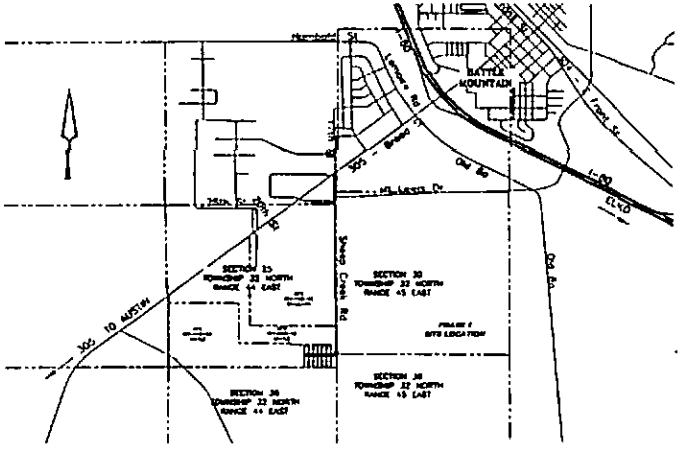
Choul Kyu Lee, E.I.
Technical Services Branch
Bureau of Water Pollution Control

cc:
Engineer: WELSH HAGEN ASSOCIATES 5490 Longley Lane Reno, NV 89511
Developer Name: - - -, NV 99999

Control No. 9557

FINAL MAP
OF
TURQUOISE HILLS ESTATES
PHASE 1

BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON
PARCEL MAP DOCUMENT # 263527
ALSO LYING WITHIN THE SOUTH HALF OF SECTION 25,
TOWNSHIP 32 NORTH, RANGE 44 EAST, M.D.B.&M.
LANDER COUNTY, NEVADA



LOCATION MAP

OWNER'S CERTIFICATE:

THE UNDERSIGNED, BEING THE PARTIES HAVING A RECORD TITLE OR INTEREST IN THE LANDS DELINEATED ON THIS MAP, DO HEREBY CONSENT TO ITS PREPARATION AND RECORDATION, AND DO HEREBY OFFER FOR DEDICATION TO PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BLUE GRASS ROAD.

THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENTS" OR "P.U.E." ARE DEDICATED TO THE PUBLIC FOR A PUBLIC DRAINAGE EASEMENT AND PUBLIC UTILITIES EASEMENT, INCLUDING CONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS, OR STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTION OF VEGETATION UNDER, UPON, OR OVER SAID EASEMENT.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OF RECORD AS DISCLOSED IN THE PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, ELKO, NEVADA.

THE UNDERSIGNED HEREIN STATES THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED FINAL MAP ENTITLED "FINAL MAP OF TURQUOISE HILLS ESTATES – PHASE 1", A RESIDENTIAL ESTATES SUBDIVISION WITHIN LANDER COUNTY, NEVADA, CONSISTING OF 3 SHEETS. THIS STATEMENT BEING UPON SHEET 1 THEREOF; THAT SAID OWNER HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENTS TO THE PREPARATION AND RECORDATION OF SAID MAP. THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY THEIR NUMBERS AND PRECISE COURSES AND EXTENT, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL PARCELS OF LAND RESERVED FOR FUTURE IMPROVEMENTS OF TURQUOISE HILLS ESTATES BY THEIR BOUNDARIES, COURSES, AND EXTENT.

JAY WHALE

JAY WHALE, (OWNER) DATE

NOTARY PUBLIC CERTIFICATE:

STATE OF NEVADA }
COUNTY OF _____ }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ___ DAY OF _____, 2013 BY _____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION APPROVAL:

THIS FINAL PLAT HAS BEEN EXAMINED AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ALL CONDITIONS IMPOSED UPON ITS APPROVAL HAVE BEEN SATISFIED.

CHAIRMAN DATE

PRINT NAME

LANDER COUNTY COMMISSIONERS CERTIFICATE:

AT A REGULAR MEETING OF THE LANDER COUNTY COMMISSIONERS OF LANDER COUNTY, NEVADA, HELD ON THE DAY OF 2013, THIS MAP WAS APPROVED AS A FINAL PLAT PURSUANT TO N.R.S. 278 AND THE LANDER COUNTY SUBDIVISION ORDINANCE, AND ALL RIGHT OF WAYS AND EASEMENTS, WHETHER PUBLIC OR PRIVATE, HAVE BEEN ACCEPTED OR APPROVED IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

CHAIRMAN, LANDER COUNTY COMMISSIONERS DATE

ATTEST: LANDER COUNTY CLERK DATE

COUNTY TREASURER'S TAX CERTIFICATE:

I, _____, LANDER COUNTY TREASURER, HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, CITY, OR LOCAL TAXES OR SPECIAL ASSESSMENTS AND THAT ALL TAXES FOR THE FISCAL YEAR HAVE BEEN PAID ON THE SUBJECT PROPERTY OF THIS MAP.

LANDER COUNTY TREASURER DATE

UTILITY COMPANY CERTIFICATE:

THE UNDERSIGNED UTILITY COMPANIES HAVE REVIEWED THIS MAP AND FIND THAT THE UTILITY EASEMENTS DESIGNATED AND SHOWN HEREON HAVE BEEN REVIEWED AND ARE APPROVED.

NV ENERGY DATE

SOUTHWEST GAS CORPORATION DATE

BATTLE MOUNTAIN WATER AND SEWER DEPARTMENT DATE

NEVADA BELL TELEPHONE CO., dba AT&T NEVADA DATE

CHARTER BROADBAND DATE

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS MAP WAS DERIVED BY A 2 HOUR STATIC OBSERVATION RESOLVED BY THE N.G.S. ONLINE GEODETIC SURVEY) AND PROCESSED BY O.P.U.S. (ONLINE USER POSITIONING SERVICE) AND IS STATE PLANE NEVADA CENTRAL ZONE 2702 NORTH AMERICAN DATUM 83/11 THE BASIS. THE COORDINATES SHOWN ARE GROUND AND SCOPED BY A COMBINATION FACTOR OF 1.00013088+ (PER O.P.U.S.). THE BEARINGS SHOWN ARE ROTATED 00°14'38" CLOCKWISE FROM RECORD BEARINGS.

RECORD REFERENCES:

(R) PARCEL MAP DOC # 263527 LANDER CO RECORDS

DIVISION OF WATER RESOURCES:

THIS FINAL PLAT HAS BEEN APPROVED BY THE DIVISION OF WATER RESOURCE OF THE STATE OF NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO REVIEW OF APPROVAL OF PLE IN THIS OFFICE.

STATE OF NEVADA DIVISION OF WATER RESOURCES DATE

PRINT NAME

NOTES:

1. UNLESS OTHERWISE NOTED, THE PARCELS SHOWN HEREON ARE SUBJECT TO A 12' UTILITY EASEMENT ALONG ALL STREET RIGHT-OF-WAYS AND A 5' UTILITY AND DRAINAGE EASEMENT ON ALL OTHER PARCEL LINES.
2. EACH PARCEL HAS A HORIZONTALLY EXCLUSIVE PUBLIC UTILITY EASEMENT SPECIFICALLY TO AN ENERGY HORNE EACH PARCEL FOR THE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITHIN THE RIGHT TO EXIT SAID PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSES OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THAT TIME OF INSTALLATION AND THE UTILITY COMPANY.

SURVEYOR'S CERTIFICATE:

I, MICHAEL L. WELSH, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF NEVADA DO HEREBY CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF JAY WHALE.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF SECTION 25, T.32N., R.44E., M.D.B.&M. IN LANDER COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED DURING MARCH 2013.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY OCTOBER 31, 2013 AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.

MICHAEL L. WELSH PLS 9111

COUNTY SURVEYOR'S CERTIFICATE:

I, ROBERT E. MORLEY, COUNTY SURVEYOR FOR LANDER COUNTY NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND FIND THAT ALL PROVISIONS OF NRS 278.401 THROUGH 278.460, AT THE TIME OF APPROVAL HAVE BEEN COMPLIED WITH AND THAT THIS MAP IS TECHNICALLY CORRECT.

ROBERT E. MORLEY, LANDER COUNTY SURVEYOR DATE

ACTING COUNTY ENGINEER'S CERTIFICATE:

I, _____, ACTING LANDER COUNTY ENGINEER DO HEREBY CERTIFY THAT I HAVE EXAMINED THE SUBDIVISION SHOWN ON THIS PLAT, THAT IT IS SUBSTANTIALLY AS IT APPEARS ON THE TENTATIVE MAP, AND IS TECHNICALLY CORRECT.

LANDER COUNTY ENGINEER DATE

PRINT NAME

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND INDIVIDUAL SEWAGE DISPOSAL SYSTEMS FOR DISPOSAL OF SEWAGE.

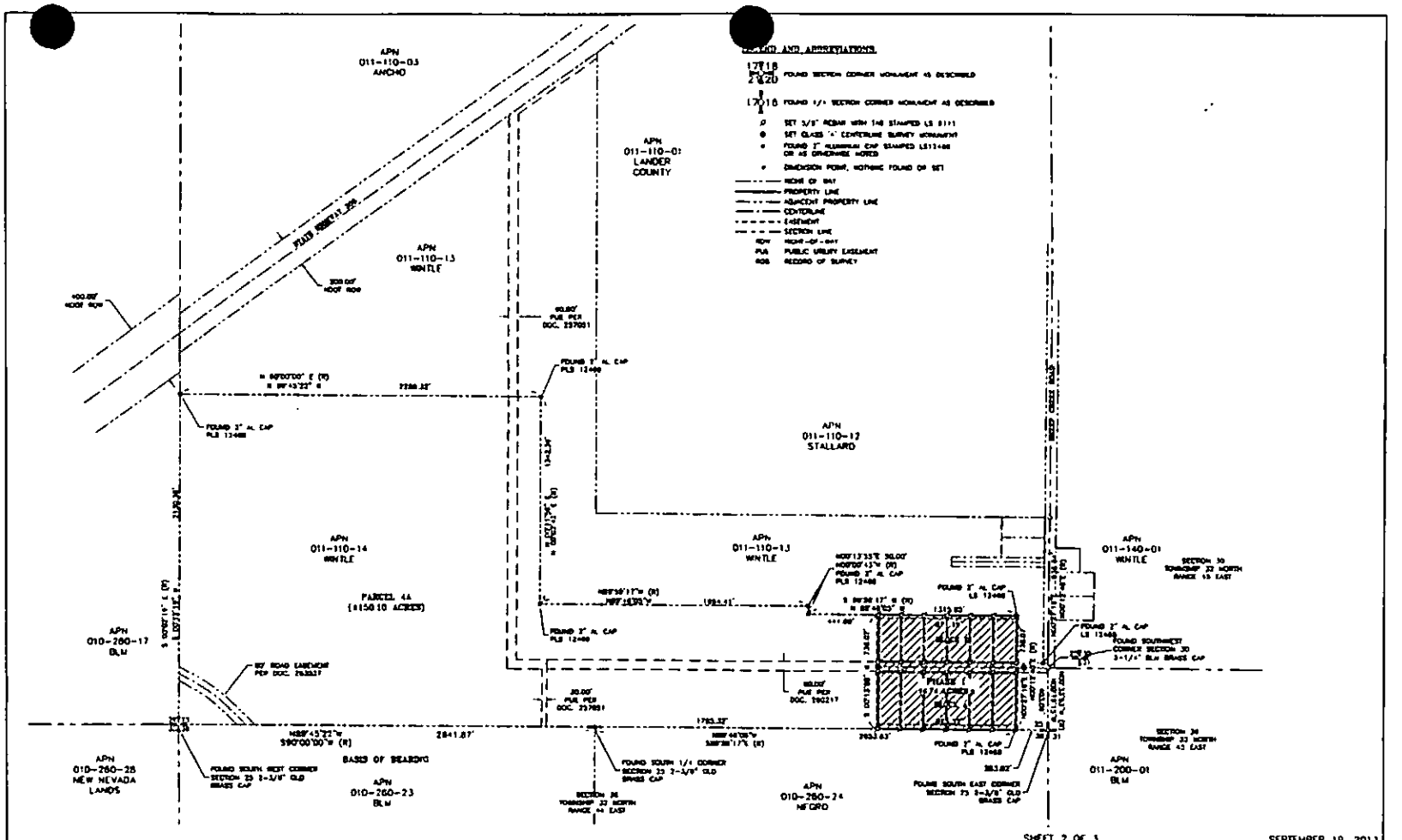
NEVADA DIVISION OF ENVIRONMENTAL PROTECTION DATE
BUREAU OF WATER POLLUTION CONTROL

PRINT NAME

SHEET 1 OF 3 SEPTEMBER 19, 2013

FINAL MAP
OF
TURQUOISE HILLS ESTATES – PHASE 1
BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON
PARCEL MAP DOCUMENT # 263527
ALSO LYING WITHIN THE SOUTH HALF OF SECTION 25,
TOWNSHIP 32 NORTH, RANGE 44 EAST, M.D.B.&M.
LANDER COUNTY, NEVADA

WELSH HAGEN
ASSOCIATES
5490 LONGLEY LANE RENO, NV 89511
PHONE: 775-853-7778
FAX: 775-853-9191



SHEET 2 OF 3

SEPTEMBER 19, 2013

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS MAP WAS DERIVED BY A 2 HOUR STATIC OBSERVATION RESOLVED BY THE N.G.S. (NATIONAL GEODETIC SURVEY) AND PROCESSED BY O.P.U.S. (ONLINE USER POSITIONING SERVICE) AND IS STATE PLANE NEVADA CENTRAL ZONE 2702 NORTH AMERICAN DATUM 83/12. THE BASIS. THE COORDINATES SHOWN ARE GROUND AND MODIFIED BY A COMBINATION FACTOR OF 1.000305884 (PER O.U.P.U.S.). THE BEARINGS SHOWN ARE ROTATED 00°14'30" CLOCKWISE FROM RECORD BEARINGS.

RECORD REFERENCES

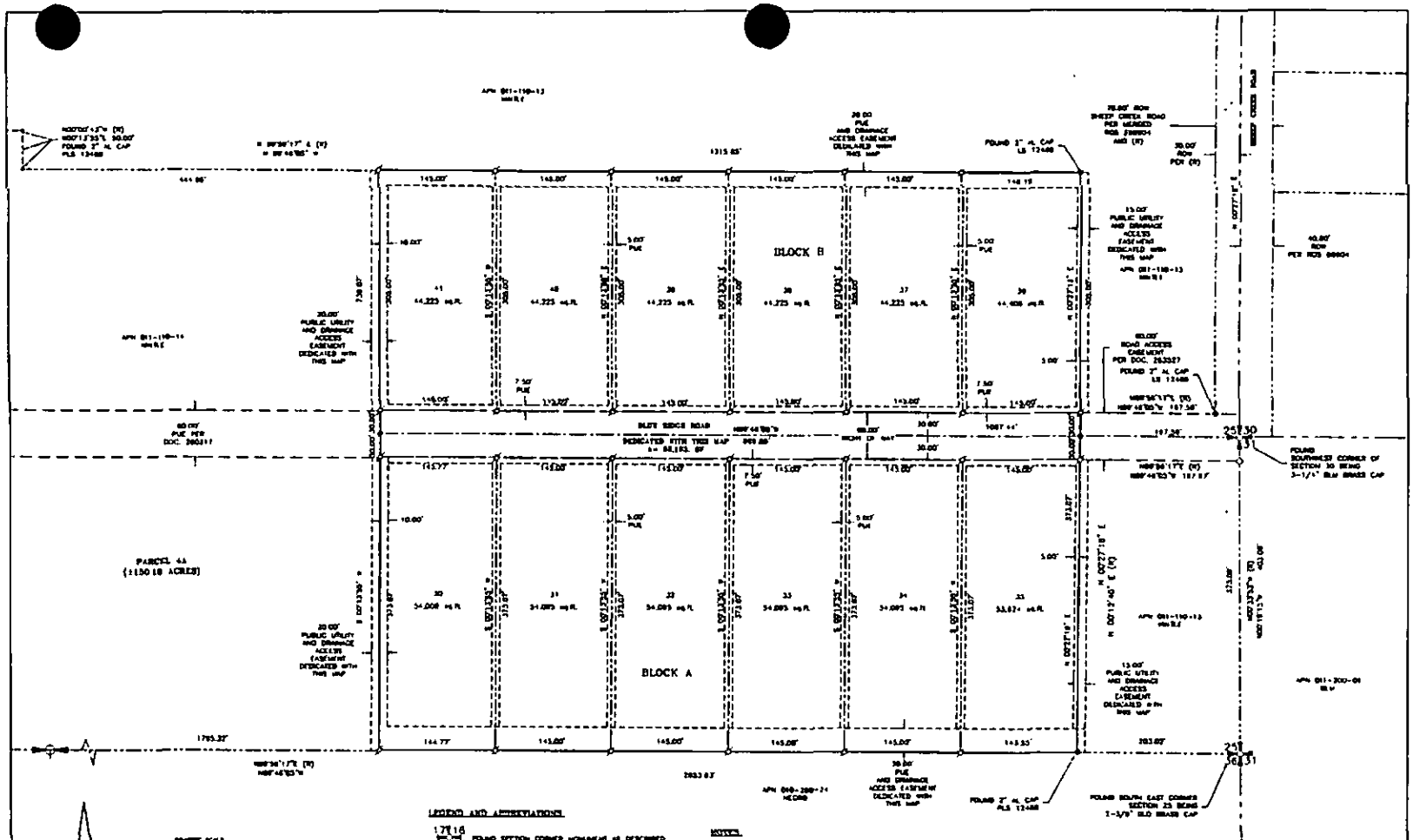
(R) PARCEL MAP DOC # 0263527 OFFICIAL RECORDS LANDER COUNTY

NOTES

1. UNLESS OTHERWISE NOTED, THE PARCELS SHOWN HEREON ARE SUBJECT TO A 7.5' UTILITY EASEMENT ALONG ALL STREET RIGHT-OF-WAYS AND A 5' UTILITY AND DRAINAGE EASEMENT ON ALL OTHER PARCEL LINES.
2. EACH PARCEL HAS A MUTUALLY EXCLUSIVE PUBLIC UTILITY EASEMENT SPECIFICALLY TO NV ENERGY WITHIN EACH PARCEL FOR THE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS. AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THAT TIME OF INSTALLATION AND THE UTILITY COMPANY.

FINAL MAP
OF
TURQUOISE HILLS ESTATES - PHASE 1
BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON
PARCEL MAP DOCUMENT # 263527
ALSO LYING WITHIN THE SOUTH HALF OF SECTION 25,
TOWNSHIP 32 NORTH, RANGE 44 EAST, M.D.B.&M.
LANDER COUNTY, NEVADA

WELSH HAGEN
ASSOCIATES
5490 LONGLEY LANE RENO, NV 89511
PHONE: 775-853-7776
FAX: 775-853-9191



LEGEND AND ABBREVIATIONS

- 17/16 / 21/20 — FOUND SECTION CORNER MONUMENT AS DESCRIBED
- 17/16 — FOUND 1/4 SECTION CORNER MONUMENT AS DESCRIBED
- ○ — SET 3/8" REBAR WITH TAG STAMPED LS 8111
- ◎ — SET CLASS "A" CENTERLINE SURVEY MONUMENT
- ● — FOUND 2" ALUMINUM CAP STAMPED LS12488 OR AS OTHERWISE NOTED.
- ▲ — DIMENSION POINT, NOTHING FOUND OR SET
- RIGHT OF WAY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- EASEMENT
- SECTION LINE
- ROW — RIGHT-OF-WAY
- PUE — PUBLIC UTILITY EASEMENT
- ROS — RECORD OF SURVEY

NOTES:

1. UNLESS OTHERWISE NOTED, THE PARCELS SHOWN HEREON ARE SUBJECT TO A 7.5' UTILITY EASEMENT ALONG ALL STREET RIGHT-OF-WAYS AND A 5' UTILITY AND DRAINAGE EASEMENT ON ALL OTHER PARCEL LINES.
2. EACH PARCEL HAS A MUTUALLY EXCLUSIVE PUBLIC UTILITY EASEMENT SPECIFICALLY TO MY ENERGY WITHIN EACH PARCEL FOR THE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS, AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THAT TIME OF INSTALLATION AND THE UTILITY COMPANY

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS MAP WAS DERIVED BY A 2 HOUR STATIC OBSERVATION RESOLVED BY THE N.G.S. (NATIONAL GEODETIC SURVEY) AND PROCESSED BY O.P.U.S. (ONLINE USER POSITIONING SERVICE) AND IS STATE PLANE NETWORK CENTRAL ZONE 2702 NORTH AMERICAN DATUM 83/11. THE BASIS OF THE COORDINATES SHOWN ARE GROUND AND MODIFIED BY A COMBINATION FACTOR OF 1.0003300864 (PER O.P.U.S.). THE BEARINGS SHOWN ARE ROTATED 00°14'30" CLOCKWISE FROM RECORD (R1) BEARINGS

RECORD REFERENCES:

(R) PARCEL MAP DOC# 263527 (LANDER CO. RECORDS)

SHEET 3 OF 3

SEPTEMBER 19, 2013

FINAL MAP
OF
TURQUOISE HILLS ESTATES - PHASE 1
BEING A SUBDIVISION OF PARCEL 4 AS SHOWN ON
PARCEL MAP DOCUMENT # 263527
ALSO LYING WITHIN THE SOUTH HALF OF SECTION 25,
TOWNSHIP 32 NORTH, RANGE 44 EAST, M.D.B.&M.
LANDER COUNTY, NEVADA

WELSH HAGEN
ASSOCIATES
5490 LONGLEY LANE RENO, NV 89511
PHONE: 775-853-7776
FAX: 775-853-9191

DOC # 0269304

11/06/2013 10:01 AM

Official Record

Recording requested By
LANDER COUNTY CLERK

Lander County - NV

Idonna Trevino - Recorder

Fee: Page 1 of 21

RPTT: Recorded By: MS

Book- 652 Page- 0489

0269304

RECORDING REQUESTED BY:

LANDER COUNTY CLERK'S OFFICE

315 S. HUMBOLDT STREET

BATTLE MOUNTAIN, NEVADA 89820

DEVELOPMENT AGREEMENT

TURQUOISE HILLS ESTATES SUBDIVISION, PHASE I

TITLE OF DOCUMENT

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

This cover page must be typed or printed.

Development Agreement

Turquoise Hills Estates Subdivision, Phase I

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between the County of Lander ("County"), a political subdivision of the State of Nevada, and Jay Wintle, ("Landowner").

1. General

1.1 Property. Landowner is the owner of the real property located in Lander County, Nevada, consisting of approximately 14.77 acres, a portion of APN# 011-110-14, also known as the Turquoise Hills Estates Subdivision Map Phase I, as more particularly described in Exhibit "1", attached hereto. Said subdivision map was developed in accordance with the Lander County Code and Nevada Revised Statues as they may apply.

1.2 Zoning and Land Use. Property is Zoned A1, low density, single family residential with agricultural use. Land use is subject to any CC&R's, Exhibit "2". Land use is also subject to Lander County codes as they may apply.

1.3 Tentative Map. The Property an approved Tentative Map for the Turquoise Hills Estates Subdivision approved by the Lander County Planning Commission regularly scheduled meeting held on May 8, 2013.

1.4 Final Map. The Property has a Final Map approved by the Lander County Planning Commission on September 11, 2013 and also approved by the Lander County Commissioners meeting held on October 24, 2013. Said final map of Phase I shall be recorded within 1 year upon execution of the last party.

1.5 Infrastructure.

A. The development of the Property contemplates the construction and completion of Blue Ridge Road. Said road in Phase I shall be built and constructed to the specifications of the Orange Book, the Lander County adopted requirements for any new road construction at the expense of the Landowner and/or future developer. The County shall adopt into the County Road Maintenance Program said road built accordingly in Phase I upon completion of Phase I portion of said road. Upon approval and acceptance of said road it shall be adopted into the County Maintenance Program by the Lander County Commission. The Planning Commission, on September 11, 2013, authorized a temporary deviation from the map to create a temporary cul de sac on the western boundary of Blue Ridge Road just past Phase I to accommodate emergency services vehicles. Department of Road and Bridge, Department Head, Donald Negro, being

present at Planning Commission meeting, September 11, 2013, approved said temporary deviation as well. Phase II, when presented, will provide a through street as originally engineered, following other municipal and development infrastructure construction that must cross the roadway first.

B. All parcels created in the Turquoise Hills Estates Subdivision shall be served by a County water supply. See Attached "Will Serve" letter Exhibit "3". County tap/hookup fees for municipal water service are $3000 for 1" line hook up and $2500 for ¾" line hook up, both being normal and customary. Landowner and/or future developer shall have 3 years to construct and pay for each service to each parcel in Phase I from the date the final subdivision map for Phase I is recorded. There shall be no additional impacts fees and no discounts are requested.

C. Fire Hydrants shall be installed and spaced at approximately every 500' at existing "T" on main water line currently in place. Upon installation of said fire hydrants in Phase I, ownership, maintenance, upkeep and utility operational expense shall be the responsibility of Lander County.

D. All parcels shall be on individual septic systems due to County "Will Not Serve" letter Exhibit "4".

E. Natural Gas and Power to be supplied by Southwest Gas and Nevada Energy whereby both utilities have reviewed and approved Phase I of the Turquoise Hills Subdivision Map and affixed their signatures unto.

F. Street Lighting shall consist of installation of one street light at the intersection of Sheep Creek Road and Blue Ridge Road at Landowner or future developer's expense. Upon installation of said street light, ownership, maintenance, upkeep and utility operational expense shall be the responsibility of Lander County.

G. Street signage shall be installed per Lander County Code at the expense of the Landowner or future developer. Upon installation of said signage, ownership, maintenance and upkeep expenses shall be the responsibility of Lander County.

2. Agreement Concerning Development of Land

2.1 Compliance with NRS and Lander County Code. This Agreement addresses the development of land under NRS 278.0201 and Chapter 16 of the Lander County Code. Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following elements are described:

A. The Property which is subject to this agreement is the Property described in Exhibit 1 hereto;

B. The duration of the Agreement commences upon execution hereof by the last party and, unless sooner terminated under NRS 278.0205 expires on October 24, 2016;

C. The permitted used on the Property, the density or intensity of its use, the maximum height and size of proposed buildings, and the provisions for the dedication of any portion of the property for public use are as provided in the Tentative and Final Maps, CC&R's and applicable law.

2.2 Time to Record Future Phase Final Maps. The parties hereby agree the time for the Landowner to record the next in a series of final maps in accordance with NRS, shall be extended to October 24, 2016, and if a final map is filed by that date, the filing date for subsequent final maps shall be as stated in NRS 278.360 (1) (a) (2) and this agreement shall expire.

2.3 Performance Security. Landowner or future developer, shall provide a bonding source in the form of a simple savings account at a bank of landowner or future developer's choice to be held in the name of landowner or future developer's name "and" Lander County established for the improvements as shown on Exhibit A for property listed on Exhibit 1 of the Turquoise Hills Estates Phase 1 subdivision map.

A.) Landowner or future developer shall deposit into said simple savings account an amount of $111,112.50 as performance security for the improvements as shown on Exhibit A for property listed on Exhibit 1 of the Turquoise Hills Estates Phase 1 subdivision map.

B.) Landowner or future developer shall have 1 year to complete improvements as shown on Exhibit A for property listed on Exhibit 1 of the Turquoise Hills Estates Phase 1 subdivision map from the date the final said map is duly recorded. Completion date for said improvements may be extended by written mutual agreement between Landowner or Future Developer and Lander County.

C.) Said security will be released by joint signatures of account holders when landowner or future developer has provided County Engineer with proof of

performance for improvements as shown on Exhibit A for property listed on Exhibit 1 of the Turquoise Hills Estates Phase 1 subdivision map. The County Engineer will then, within 5 working days, verify performance has occurred and give written satisfaction of performance to Lander County Treasurer to release security for items verified completed. No one part of said performance security will be held for performance of any other part.

D.) In the event of a failure by the landowner or future developer to complete improvements as shown on Exhibit A for property listed on Exhibit 1 of the Turquoise Hills Estates Phase 1 subdivision map, and there were no mutually agreed upon extensions affecting said deadline, landowner or future developer shall forfeit any remaining funds remaining in said simple savings to Lander County to satisfy completion of improvements as shown on Exhibit A for property listed on Exhibit 1 of the Turquoise Hills Estates Phase 1 subdivision map.

3. Miscellaneous Provisions

3.1 Time is of the Essence.

3.2 Waivers. No waiver of any breech of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein obtained. No extension of time for performance of any obligation or act shall be deemed and extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Liability and Hold Harmless. Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Landowner agrees to indemnify, defend and hold harmless County, from and against any and all claims, losses damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act for failure to act by the indemnifying party's directors, officers, employees or agents in the performance of this Agreement. The parties' obligations under this section shall survive the expiration or termination of this Agreement until all claims involving any of the indemnified matters are fully and finally resolved or barred by applicable statutes of limitation.

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

3.5 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, after written consent of County.

3.6 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.

3.7 Attorney's Fees and Costs. If litigation is brought by either party to enforce this agreement, the court may award reasonable attorney's fees, court costs and interest to the prevailing party, in all proceedings.

3.8 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in Lander County, Nevada.

3.9 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.10 Days of Week. If any date for performance herein falls on a Saturday, Sunday or a holiday established under the laws of Nevada, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.11 Written Amendments. This Agreement may not be modified, amended, altered or

changed in any respect whatsoever except by further agreement in writing, duly executed by both parties. No oral statements or representations subsequent to the execution hereof by either party are binding on the other party, and neither party shall have the right to rely on such oral statements or representations.

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

Landowner	COUNTY
Jay Wintle 810 Sheep Creek Battle Mountain, Nevada 89820	Lander County Commissioners 825 North 2nd Street Battle Mountain, Nevada 89820

In Witness Whereof, the parties hereto have executed this agreement as of the date last written below.

COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: 10/24/13
DEAN BULLOCK, Chair

Attest:

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

LANDOWNER

By: Jay Wintle Date: 10/16/2013
JAY WINTLE, Real Property Owner

EXHIBIT A

(FOR BONDING PURPOSES ONLY AT BATTLE MOUNTAIN)

PROJECT: Turquoise Hills Estates - Phase 1
DEVELOPER: Arnold Beck Construction, LLC.
ENGINEER: Welsh Hagen Associates, John Pekrul P.E.

PREPARED BY: JGP
NUMBER OF LOTS: 12
DATE: 10/15/2013
AREA 14.75 +/- ACRES

-STREETS-

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
3" ASPHALT CONCRETE PAVEMENT	27,700	SF	$1.25	$34,625.00
6" BASE MATERIAL	28,000	SF	$0.75	$21,000.00

-GRADING-

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ROADWAY (WIDTH OF RIGHT-OF-WAY)		CY	$2.50	$0.00
DRAINAGE SWALE		LF	$2.00	$0.00

-PUBLIC UTILITIES-

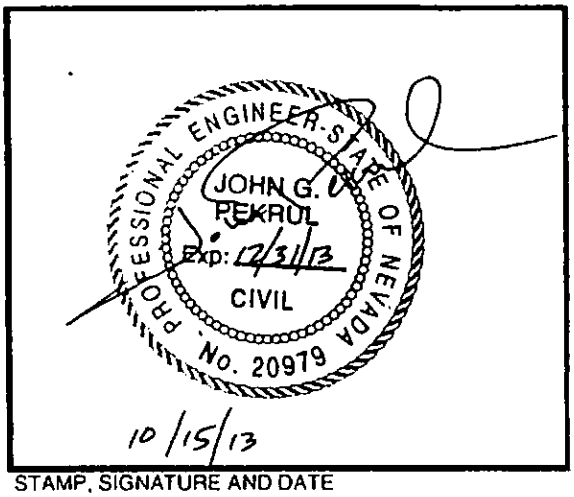
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ELECTRIC SERVICE (Tie-In to Service)	1	EA	$16,000.00	$16,000.00
WATER (Meter and Service Taps)		EA		$0.00
GAS (Tie-In to Service)		LF		$0.00

-MISCELLANEOUS-

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
STREET SIGNS	2	EA	$260.00	$520.00
TRAFFIC CONTROL SIGNS	2	EA	$215.00	$430.00
SURVEY MONUMENTS		EA	$500.00	$0.00
FIRE HYDRANTS AND MARKERS	1	EA	$1,500.00	$1,500.00
LOT MONUMENTS		EA	$100.00	$0.00

SUBTOTAL: **$74,075.00**

AMOUNT OF SECURITY: **$111,112.50**
(150% of Subtotal)



STAMP, SIGNATURE AND DATE

Exhibit "B"

Turquoise Hills Estates
Lander County, Nevada

PROJECT DESCRIPTION

Turquoise Hills Estates is a 69 lot residential development, zoned as agriculture one-acre minimum (A1) and will be constructed under 3 phases. The development will consist of a 60 foot wide right-of-way (ROW) and a 24 foot wide paved access road dedicated to the County. All the lots will be served with water (Battle Mountain), natural gas (Southwest), electricity (NV Energy), and Individual Septic Disposal Systems (ISDS) permitted by the County.

PROJECT PHASING STATISTICS

The project has been fully engineered in part of the approved Tentative Map and is accompanied by Civil Improvement Plans (Phases 1 thru 3) for a complete development, including all roads, grading, drainage facilities, utilities, and amenities in accordance with State Standards and Lander County Development Code.

Phase 1:

Estimated Construction Start Date: October 2013
Estimated Construction End Date: May 2014
Lot Count: 12 Each
Development Area: 14.74 Acres
Lineal Footage of ROW: 1,068 Feet

Phase 2:

Estimated Construction Start Date: May 2014
Estimated Construction End Date: May 2015
Lot Count: 35 Each
Development Area: 41.33 Acres
Lineal Footage of ROW: 2,700 Feet

Phase 3:

Estimated Construction Start Date: May 2015
Estimated Construction End Date: May 2016
Lot Count: 22 Each
Development Area: 26.55 Acres
Lineal Footage of ROW: 2,400 Feet

Exhibit C

Improvements Inspection and Testing Affidavit

I, Jay Wintle, owner, affirm the road engineered and bonded for construction within the Turquoise Hills Estates Subdivision Phase 1, Blue Ridge Road, shall be constructed in accordance with adopted County guidelines also known as the Orange Book and Lander County Code 16.16.050 & 16.16.060. That, I or any future developer, at our expense, shall provide for at our expense, proper inspection and testing of said improvement.

Sworn and affirmed by, Jay Wintle, Owner, this 1 October ~~September~~, 2013.

Jay Wintle

State of Nevada

County of Lander

Notary Signature | Date: 10/01/2013 | Commission Expires (Date): 11-19-2014

Stamp/Seal:

Blanca Lomeli
Notary Public
State of Nevada
My Commission Expires: 11-19-2014
Certificate No: 11-3780-10

Exhibit "A"

Legal Description for Turquoise Hills Estates - Phase 1

Whereas a piece of land, located in the State of Nevada, in the County of Lander, Township 32 North, Range 44 East, in the S.E. ¼ of Section 25 M.D.B.& M. Also shown as Parcel #4 on Lander County recorded parcel map for Jay Wintle Document #263527, Official Records, County of Lander, more particularly described as follows:

Commencing at the southeast corner of said Section 25, North 89° 46' 05" West 202.95 feet to the **Point of Beginning**, also being the most southeasterly point of said parcel;

Thence the following four (4) courses:

1. North 89° 46'05" West 868.32 feet;
2. North 00° 13' 55" East 738.07 feet;
3. South 89° 59' 17" East 871.19 feet;
4. South 89° 27' 18" West 738.08 feet;

To the **Point of Beginning**, AND CONTAINING an area of 14.74 Acres, more or less.

The Basis of Bearings of this description is the southerly line of the southwest 1/4 of Section 25, Township 32 North, Range 44 East, MDB&M being more particularly described as North 90°00'00" East per recorded parcel map document #263527, Official Records of Lander County.

This document was prepared from existing legal documents and the undersigned assumes no responsibility for the existence of monuments or correctness of other information on or copied from any such prior documents.

EXHIBIT #2

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURQUOISE HILLS EASTATES
Lander County, Nevada

THIS DECLARATION is made this 25 day of January, 2013, By Jay wintle land owner

RECITALS

A. The Declarant is the owner of certain real property located in Lander County, Nevada, commonly known as **TURQUOISE HILLS EASTATES** and more particularly described as Property contained in the Township 32N, Range 45E, M.D.M., Section 30, and Township 32N, Range 44E, M.D.M., Section 25, further described as:

Lander County Parcel Map Doc. #263526 Township 32N, Range 45E, M.D.M., Section 30

All Portion of Parcels #1, #2, #3, and #4 of (Doc. #263526 Book 631 page 649 Jay Wintle Parcel Map) recorded on 3/22/2012 with the Lander County Recorders Office

Lander County Parcel Map Doc. #263527 Township 32N, Range 44E, M.D.M., Section 25

All Portion of Parcels #1, #2, #3, and #4 of (Doc. #263527 Book 631 page 650 Jay Wintle Parcel Map) recorded on 3/22/2012 with the Lander County Recorders Office

B. The purpose of this Declaration is to establish a plan for the development, sale, lease and use of the Property in order to protect and enhance the value and desirability of the Property as well as to preserve the natural beauty, view and unspoiled state of the Property.

C. All of the Residential Property (lot size) smaller than 5 acres shall be held, sold and conveyed subject to this Declaration.

D. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity binds him/herself, his/her heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration an any amendments thereto.

E. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity acknowledges that this Declaration sets forth a general scheme for the development, sale, lease and use of the Property and hereby evidences his/her interest that all the restrictions, conditions, covenants, rules and regulations contained in the Declaration shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, or assignees.

F. By acceptance of a deed or by acquiring any interest to any of the Property subject to this Declaration, each person or entity acknowledges that this Declaration shall be mutually beneficial, prohibitive and enforceable by all subsequent and future owners, grantees, purchasers, assignees, Jay Wintle., or his successor in interest, and or any homeowners association created to enforce this declaration.

ARTICLE 1
DEFINITIONS

A. **"Declarant"** means Jay Wintle., or his successor and assigns of its rights and power hereunder.

B. **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions and any amendments hereto.

C. **"Mortgage"** means any deed of trust or realty mortgage, or agreement for sale made in good faith and for value and properly executed and recorded so as to create a lien on any Lot or Lots that is prior to the lien of any other deed of trust or realty mortgage.

D. **"Owner"** means a record holder of to the fee simple interest in any Lot, including Declarant. Owner shall not include: (i) a Person having an interest in a Lot merely as security for the performance of an obligation; or (ii) a tenant of a Lot.

E. **"Lot"** or "Lots" means a portion of the Property intended for independent ownership and use and set forth as a Lot on the Recorded Survey Plat showing said Lot(s), either individually or collectively as the case may be as each division may be allowed by law.

F. **"Person"** means a natural person or a corporation, Limited Liability Company, partnership, joint venture, trust or any other legal entity.

G. **"Recorded Survey Plat"** means the maps of the Turquoise Hills Estates development recorded in the office of the Lander County Clerk and Recorder in Lander County, Nevada, and all amendments, supplements and corrections thereto and any Parcel map or subdivision map recorded against any supplements and corrections thereto.

H. **"Restrictions"** means the covenants, conditions, charges, liens, restrictions, easements and reservations contained or referred to in the Declaration, as it shall be amended from time to time.

I. **"Landscaping"** means groomed, maintained weed free area.

ARTICLE 2
RESTRICTIONS

A. Single-Family Residential Use Only: All Lots in residential zoning shall be used for residential purposes only; however, livestock, poultry, and domestic animals may be kept pursuant to the governing zoning and use provisions of Lander County for the above described property. Notwithstanding anything contained in this Paragraph, this restriction shall not prohibit home offices in a residential property where business is conducted through telephone, computer, or other electronic means and where the business does not create noise or congestion from traffic or parking; and preserves the residential nature of the Property. All uses for the above described property shall be in compliance with Lander County Building codes, zoning regulations, and permitted uses.

B. Dwelling: There shall be only one single-family dwelling allowed per Lot, and one guest house as set forth by Lander County Zoning Codes. All dwellings that are to be used as residences must be on permanent foundations, larger than 1600 square feet and must obtain a certificate of occupancy within 18 months from issuance of building permit.

C. Temporary Structures:

1. No structure of temporary character, recreational vehicle, camper unit, trailer, travel trailer, mobile home, basement, tent, shack, garage, accessory building or other out-building shall be used on any Lot as a residence unless the occupant is diligently proceeding to construct a permanent residence on a Lot for a period not to exceed eighteen (18) months.
2. Except as otherwise provided in C subsection 1, a travel trailer, recreational vehicle, tent or camper unit currently registered for public road use may be parked on the property, but not used as a residence.

D. Landscaping: Landscaping shall be completed between front house boundary and front property line/street within 18 months of building permit issuance.

E. Easements: No structure, including fencing, shall be constructed on the recorded easements as they are shown on the Recorded Survey Plat. Any fence constructed by an Owner inside a Lot boundary easement will be required to be relocated off the easement at Owner's expense. Owners will provide access to subject easements whenever requested by utility companies. There shall be no further granting of easements by Lot Owners without the express written approval of either Declarant or all abutting owners.

F. Utility Installation: Any utility construction on a Lot shall be the Owner's responsibility at Owner's sole expense. All utility construction on a Lot shall be underground from the point where it connects to the main utility lines installed along property lines to Owner's building or other service site.

G. Outbuildings/Garages/Shops: All properties shall have a minimum 2 car garage, attached or detached, finished and usable at or before occupancy of the home occurs. All detached buildings other than the home, shall be built at or behind the centerline of the sides of the home. All detached structures shall be painted or finished to match the home in color. If pre colored building materials are used they should match as close as possible.

H. Drainage: Each owner agrees for himself or herself and his or her successors and assigns that he or she will not in any way interfere with the natural or established drainage of water over, under, or through his or her Lot from an adjoining or other Lot, including runoff from the roof of an adjoining Lot. For the purposes hereof, "natural" drainage is defined as the drainage which would naturally occur at the time the overall grading plan of the subdivision has been completed. For the purposes hereof, "established" drainage is defined as the drainage which occurred or which would occur at the time of the overall grading of the Subdivision has been completed by the developer. "Established" shall also include any drainage system including but not limited to storm drains, culverts, and swales constructed by the developer.

I. Vehicles/RV's/Boats: All cars, trucks, recreational vehicles, boats, other motorized or non-motorized vehicles (that come under the regulations of the NV Dept of Motorized Vehicles or Division of Wildlife) that are not inside of a fully enclosed building must be registered. No such vehicle may be stored, maintained, constructed, reconstructed or repaired on any part of any Lot except when done inside a shed, shop, garage or screening so that is not visible from other Lots, unless for a short period, generally under 30 days. Recreational vehicles, boats, and any type of trailer, in addition to inoperable or unlicensed such vehicles must be stored or parked behind the home. No more than 2 unlicensed vehicles, trailers, boats or RV's shall be kept on the premises unless stored inside a building.

J. **Trash:** No Lot may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). No garbage may be kept on any Lot except in covered containers and screened from view of adjacent properties.

K. **Nuisance Activities:** The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including but not limited to road racing, loud music, and barking dogs.

L. **Signs:** No signs will be permitted except for:

1. Address signs that identify the address and/or the Owner of the Lot:
2. No trespassing signs (not exceed two (2) square feet);
3. No hunting signs (not exceed two (2) square feet);
4. No soliciting signs (not exceed two (2) square feet);
5. A home-based business sign provided the business is licensed as per Lander County regulations (not exceed two (2) square feet).

None of the sign restrictions in this Declaration apply to the Declarant or its assigns or successors, for the purpose of selling Lots, location, directional or street signs. Nothing in this provision shall prohibit an Owner from attempting to sell their Lot in accordance with the provisions stated therein.

M. **Livestock:** Lot Owners shall follow Lander County ordinances regarding having and maintaining their own livestock. All livestock, shelters, feed, and fencing as applies to livestock, shall be kept 150' from the street. The land south and west of Turquoise Hills Estates is open range; ranchers have the right to have their cattle roaming freely in the entire area. Additionally, undeveloped areas surrounding lots subject to these CC&R's shall continue to be used in an agricultural fashion, ie livestock, grazing and farming. It is the responsibility of a lot owner, if desired, to erect a fence as per Nevada Revised Statutes 569.450 and 568.300. Turquoise Hills Estates has erected a fence on the south and west Property boundaries that shall be maintained by property owners.

N. **Burning:** No Lot Owner or Lot Owner's guest, tenant, contractor or vendor shall burn any material, in the open, within the Turquoise Hills Estates. This restriction does not include the use of barbeque grills, outdoor fireplaces, or a contained wood fire pit for usual and customary food cooking on a Homeowner's Lot.

No owner shall permit any condition to exist on his or her Lot, including, without limitation, trash piles or weeds, which creates a fire hazard or is in violation of local fire regulations and fuel modification and brush management requirements.

O. **Off-Road Vehicles**: All vehicles, engines, or motors must be operated with a muffler and/or spark arrestor. Off-road vehicles such as motorbikes, motorcycles, ATVs, snowmobiles or other motorized vehicles may be operated on an owner's individual Lot; however moto-cross tracks, racing areas, competitive off-road racing or any structured moto-cross type activities are strictly prohibited.

P. **Declarant's Exceptions:** Nothing herein shall be constructed as prohibiting Declarant from maintaining a sales or development office on any Lot or engaging in activities which Declarant deems appropriate to its development or sales program.

Q. **Enforcement:** The owner of any Lot shall have the right, but not the obligation, to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions, now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction contained in this Declaration shall in not event be deemed a waiver of right to do so thereafter.

R. **Local Regulations**: If local governmental regulations provide for more definitive or limiting restrictions than stated in this document, those regulations shall govern.

S. **Exemptions:** Commercial and Industrial Zoned property located within Turquoise Hills Estates parcels subject to these CC&R's shall be exempt and not subject to this document.

ARTICLE 3
GENERAL PROVISIONS

A. **Enforcement:**

1. The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Lot after the date on which this instrument shall have been recorded in the Office of the Clerk and Recorder of Lander County, Nevada.

2. This Declaration may be enforced by the Declarant, by any Owner, or Turquoise Hills Estates. Or its assigns, or by the holder of a Mortgage on any Lot in any court having jurisdiction.

3. In any actions to enforce the covenants, conditions and restrictions contained in this Declaration, the prevailing party shall be entitled to its reasonable attorney fees.

B. **Effect of Breach:**

1. The breach of any covenant, condition, or restriction contained in this Declaration, shall not defeat or adversely affect any lien or Mortgage upon any Lot.
2. The breach of any covenant, condition, or restriction contained in this Declaration may be enjoined, abated or remedied by appropriate action or proceeding, notwithstanding the existence of a lien or Mortgage.

C. **Binding Effect:** This Declaration shall be binding upon and effective against any Owner or occupant of any Lot regardless of whether that title was acquired by foreclosure, bankruptcy proceeding, intestate succession, adverse possession, or otherwise.

D. **No Waiver:** The failure to enforce any covenant, condition, or restriction contained in this Declaration shall in no way be deemed a waiver of the covenant, condition or restriction.

E. **Severability:** If any provision of this Declaration, or any part of any provision of this Declaration, is determined to be invalid or unenforceable, in whole or in part, for any reason whatsoever, it shall be severable from the rest of this Declaration and shall not invalidate or affect the other portions or parts of this Declaration, which shall remain in full force and effect and be enforceable according to it terms.

F. **No Liability:** It is expressly agreed that neither the Declarant (including without limitation any successor or assign of the interest of the Declarant hereunder) nor to any Owner or other person or entity shall be liable for any claim arising under, in connection with or resulting from, the Declarations.

G. **Term:** This Declaration shall remain in full force and effect for a term of forty (40) years from and after the date of recording of this Declaration. Or when over **Sixty percent** 60% of Turquoise Hills Estates lot owners petitioned to amend or dissolve this document.

EXECUTED this ____ day of _____, 2013

DECLARANT: By Jay Wintle : land owner

By: _____

Jay Wintle

State of Nevada)
)
County of Lander)

On this ____ day of _____, 2013 appeared before me, a notary public, Jay Wintle, the Owner of said property and executed the foregoing instrument freely and voluntarily for the purposes of intended.

Notary Public _____

My Commission expires:

0269304 Book 652 Page 506 11/06/2013 Page 1 of 21

DOC # 026713

01/25/2013 03:42 PM

Official Record

Recording requested By

JAY WINTLE

Lander County - NV

Idonna Trevino - Recorder

Fee: $19.00 Page 1 of 6

RPTT: Recorded By: TO

Book- 641 Page- 0717

026713

EXHIBIT #3

STATEMENT OF WILL-SERVE

Whereas, application by a retail business owner has been made for a will-serve statement in accordance with Lander County policy, and the same has been reviewed and recommended, and it further appears that such will-serve statement may be granted without adversely affecting current or future users of water or sewer service in the Battle Mountain Water and Sewer District if the same is granted upon adequate limited conditions, therefore,

The Battle Mountain Water & Sewer Department acknowledges as follows:

1. A will-serve statement is hereby granted:

Applicant: Arnold Beck Construction

Owner: Arnold Beck Construction

Address: 598 Palace Parkway, Spring Creek, NV 89815

Will-Serve Location: Turquoise Hills Subdivision, Battle Mountain, NV 89820

Assessor's Parcel: 011-110-14

Approximate Size: _____ Square Feet 164.840 Acres

General Description: South ½ of the South ½ of Sec. 25 T.32N., R.44E., Battle Mountain, NV

Legal Description: Parc 4, Wintle Map #263527

Type of Development: Residential

Number of Units: Water 69 Sewer 00

**Note: We are willing to allocate 1,000 gallons per day or 1.12 ac feet per development unit.*

2. Applicable conditions. The foregoing will-serve is granted for a period of 6 months from the date hereof, after which time the same shall become void and is non-transferable. Installation of district facilities by developer must comply with Lander County Code.

Date: May 24, 2013

Aly Rodriguez
Executive Secretary
Battle Mountain Water & Sewer

EXHIBIT #4

Battle Mountain Water & Sewer

550 West Second Street
Battle Mountain, NV 89820
(775) 635-2190
Fax (775) 635-2801

May 24, 2013

RE: Water Service for Turquoise Hills Subdivision, Battle Mountain, NV 89820
Parcel # 011-110-14

To Whom It May Concern,

Lander County will not be providing sewer service to the 69 lots in the Turquoise Hills Subdivision in the near future. The said property that is to be developed is a considerable distance away from the current infrastructure. It is our understanding that if in the future the infrastructure becomes available it will then be added to the system.

Feel free to contact me with any questions or concerns.

Regards,

Jake Edgar
Public Works Foreman

By:
Aly Rodriguez
Executive Secretary

Lander County Treasurer
GRACE POWRIE

Treasurer
Grace Powrie

Senior Deputy Treasurer
Rebecca Murphy

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

Deputy Treasurer
Darlene Torrence

Deputy Treasurer
Justi Johnson

October 15, 2013

Lander County Planning Department
Attn: Gina Little
315 South Humboldt Street
Battle Mountain, Nevada 89820

RE: Security Account Opened

Dear Gina Little:

The security account for the Developer, Arnold Beck Construction, Inc. has been opened. The required deposit in the amount of $111,112.50 has been deposited with Wells Fargo Bank. This deposit is for the project-Turquoise Hills Estates-Phase #1.

Two (2) signatures are required. The Lander County Treasurer, Grace Powrie, is the signer for the county.

Very truly yours,

Grace Powrie
Lander County Treasurer and Ex-Officio Tax Receiver

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 9

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of a parcel map for Keith and Connie McKirdy, located in a portion of the SW4 of Section 6, T31N, R46E, APN 011-370-01, splitting one (1) parcel into four (4) parcels, and other matters properly related thereto.

Public comment.

Background:

The parcel map for Keith and Connie McKirdy, located in a portion of SW4 of Section 6, T31N, R46E, APN 011-370-01, splitting one (1) parcel into four (4) parcels is brought before the Commission for consideration.

The Lander County Planning Commission met in regular session on October 9, 2013 and unanimously recommended to the Lander County Board of Commissioners to approve the parcel map request.

Recommended Action:

It is recommended that the Commission uphold the recommendation of the Lander County Planning Commission and approve the parcel map for Keith and Connie McKirdy, located in a portion of SW4 of Section 6, T31N, R46E, APN 011-370-01, splitting one (1) parcel into four (4) parcels as presented and authorize the Chair to sign the Mylar.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: October 24, 2013

NAME: *Gina Little* REPRESENTING: *Planning Commission*

ADDRESS:

PHONE (H): (W): (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS:

WHO WILL BE ATTENDING THE MEETING:

JOB TITLE:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: ***Discussion for possible action regarding approve/disapprove the following Parcel Map:***

Applicant:	***Keith and Connie McKirdy***
Location:	***portion of the SW ¼ of Section 6, T31N, R46E***
APN:	***011-370-01***
Type:	***splitting one (1) parcel into four (4) parcels.***

BACKGROUND INFORMATION: ***See attached***

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

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

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING.
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? **YES** ✓ **N/A** ___

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** ___ **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.

_____ DATE: 10/14/13

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

#9

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860

RECOMMENDATION

Date: October 24, 2013

To: Lander County Board of Commissioners

From: Gina Little, Community Services Officer
Lander County Planning Commission

The Lander County Planning Commission met in regular session on October 9, 2013 to address the following agenda item:

Discussion for possible action regarding approve/disapprove the following Parcel Map:

Applicant:	Keith and Connie McKirdy
Location:	portion of the SW ¼ of Section 6, T31N, R46E
APNs:	011-370-01
Type:	splitting one (1) parcel into four (4) parcels.

The Planning Commission reviewed and discussed the Parcel Map.

Mr. Lani moved to approve the parcel map as agendized; seconded by Ms. Brandt. The motion was voted and carried unanimously.

The Planning Commission asks that the Lander County Board of Commissioners uphold their motion and approve parcel map for Keith and Connie McKirdy and authorize the Chair to sign the Mylar.

Print Form

Lander County Planning Commission

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

PARCEL MAP APPROVAL APPLICATION

APPLICANT / OWNER INFORMATION

Applicant(s): Kieth and Connie McKirdy

Address: 916 W. 200 S., Blackfoot ID 83221 Phone Number: (775) 304-4743

Legal Owner(s): Same

Address: _____ Phone Number: _____

Applicant's Representative or Engineer: SELF

PROJECT INFORMATION

Property Location: 3150 John Tyler Avenue, Battle Mountain, NV 89820

Assessor's Parcel Number: 011 – 370 – 01

Current Zoning: _____

Total Number of Parcels and Acreage:
4 Parcels 5.00, 5.00, 7.87, 20.00

Public Utilities will be furnished as follows:

Electricity: NV Energy Water Proposed Well Sewage Proposed Septic

Type of street / road improvements proposed are as follows:
Proposed County Spec'd Road.

Existing and proposed fire protection improvement as as follows:
County Volunteer Fire Department

Proposed use on each parcel:
Agricultural Use with Single Family Residence

SIGNATURE(S)

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

Applicant's Signature — Date: 9-20-13

Applicant's Signature (if the person applying is not the owner) — Date:

REQUIRED AT TIME OF APPLICATION

The following must accompany this application:

- A copy of the Grant Bargain and Sale Deed.
- 3 copies of the proposed Parcel Map prepare in accordance with Chapter 16.12 of Lander County Code for review by County Surveyor, Planning Dept & Assessor / Treasurer.
- 12 copies of proposed Parcel Map, (may be 11 x 17).
- Mylar of proposed Parcel Map with all appropriate signatures & any changes required by review.
- If property is improved, include all existing buildings, building setbacks and any other pertinent information.
- Any bonding of roads if applicable.
- A water right per parcel if applicable.
- $105.00 fee should a waiver letter from the County Surveyor be requested
- $400.00 certification review (non-refundable).

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

DOC # 0268969
09/17/2013 09:46 AM
Official Record
Recording requested By STEWART TITLE
Lander County - NV
Idonna Trevino - Recorder
Fee: $16.00 Page 1 of 3
RPTT: $78.00 Recorded By: TL
Book- 650 Page- 0865
0268969

A.P.N. No.:	011-370-01
R.P.T.T.	$78.00
Escrow No.:	01415-6870
Recording Requested By:	
Stewart Title	
Mail Tax Statements To:	*Same as below*
When Recorded Mail To:	
Keith McKirdy	
916 W. 200 S.	
Blackfoot, ID 83221	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That **Broken R Ranch, LLC, a Nevada limited liability company,** for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to **Keith McKirdy and Connie McKirdy,** husband and wife as joint tenants, all that real property situated in the County of Lander, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description.

SUBJECT TO:

1. Taxes for the fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

Together with all and singular the tenements, heritaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: September 11 2013

BROKEN R RANCH, LLC

Brian Robey
Managing Member

State of Nevada.)
) ss.
County of Lander)

This instrument was acknowledged before me on the 11 day of September 2013
By: Brian Robey, Managing Member

Signature: _____
Notary Public
Blanca Lomeli

Blanca Lomeli
Notary Public
State of Nevada
My Commission Expires: 11-19-2014
Certificate No: 11-3780-10

EXHIBIT "A"
LEGAL DESCRIPTION

File Number: 01415-6870

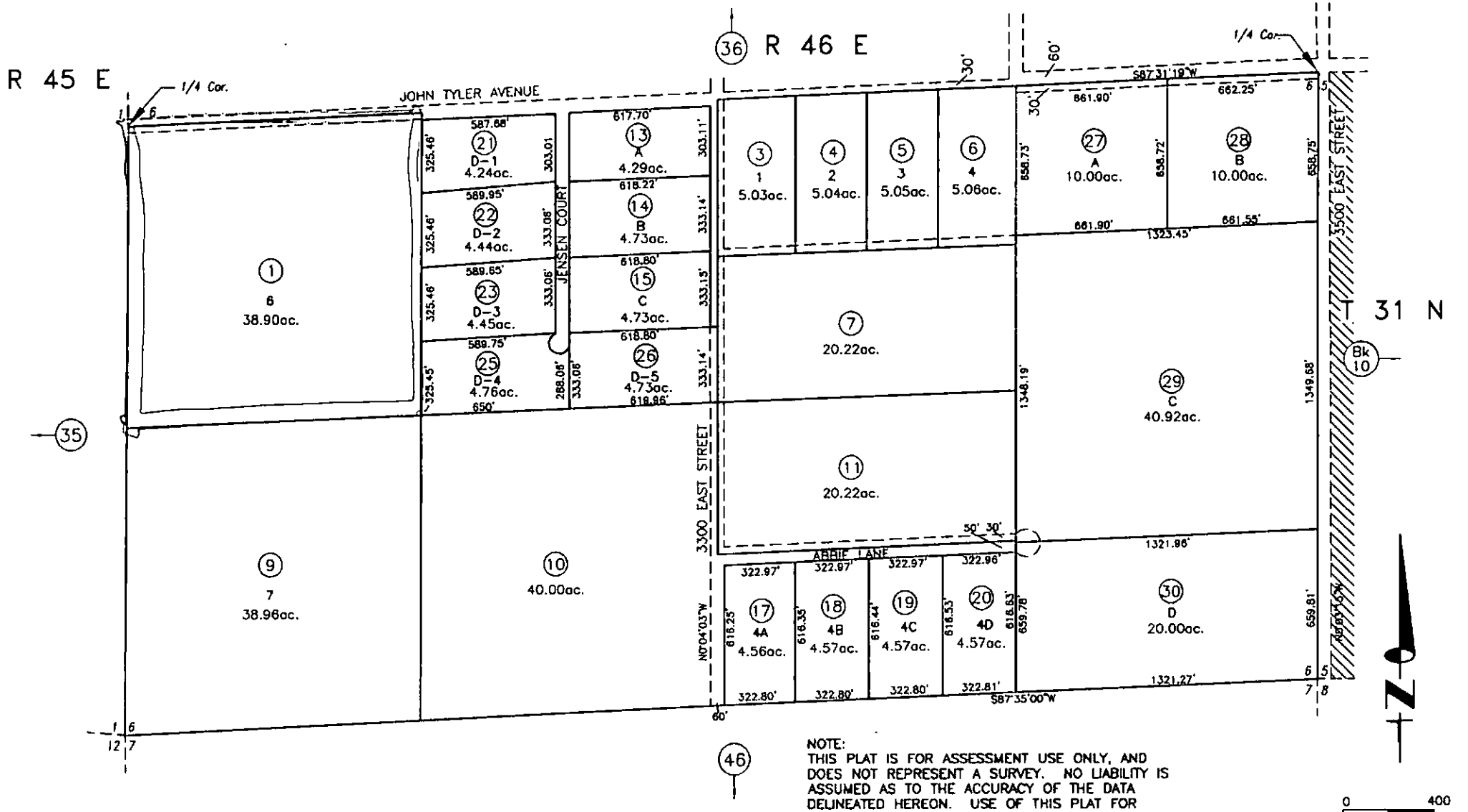
TOWNSHIP 31 NORTH, RANGE 46 EAST, M.D.B.&M.

Section 6: NW1/4SW1/4;

EXCEPTING THEREFROM an undivided 2500/8528th interest in and to all oil, gas, casinghead gasoline another minerals lying in and under said land, conveyed to J. D. Blalack by deed recorded July 7, 1955, in Book 65, Page 468, Deed Records of Lander County, Nevada.

FURTHER EXCEPTING THEREFROM all oil, gas and other minerals and mineral rights lying in and under said land, reserved in deed from Nevada Land and Lease Co., a Nevada corporation, recorded February 21, 1958, in Book 67, Page 9, Deed Records of Lander County, Nevada.

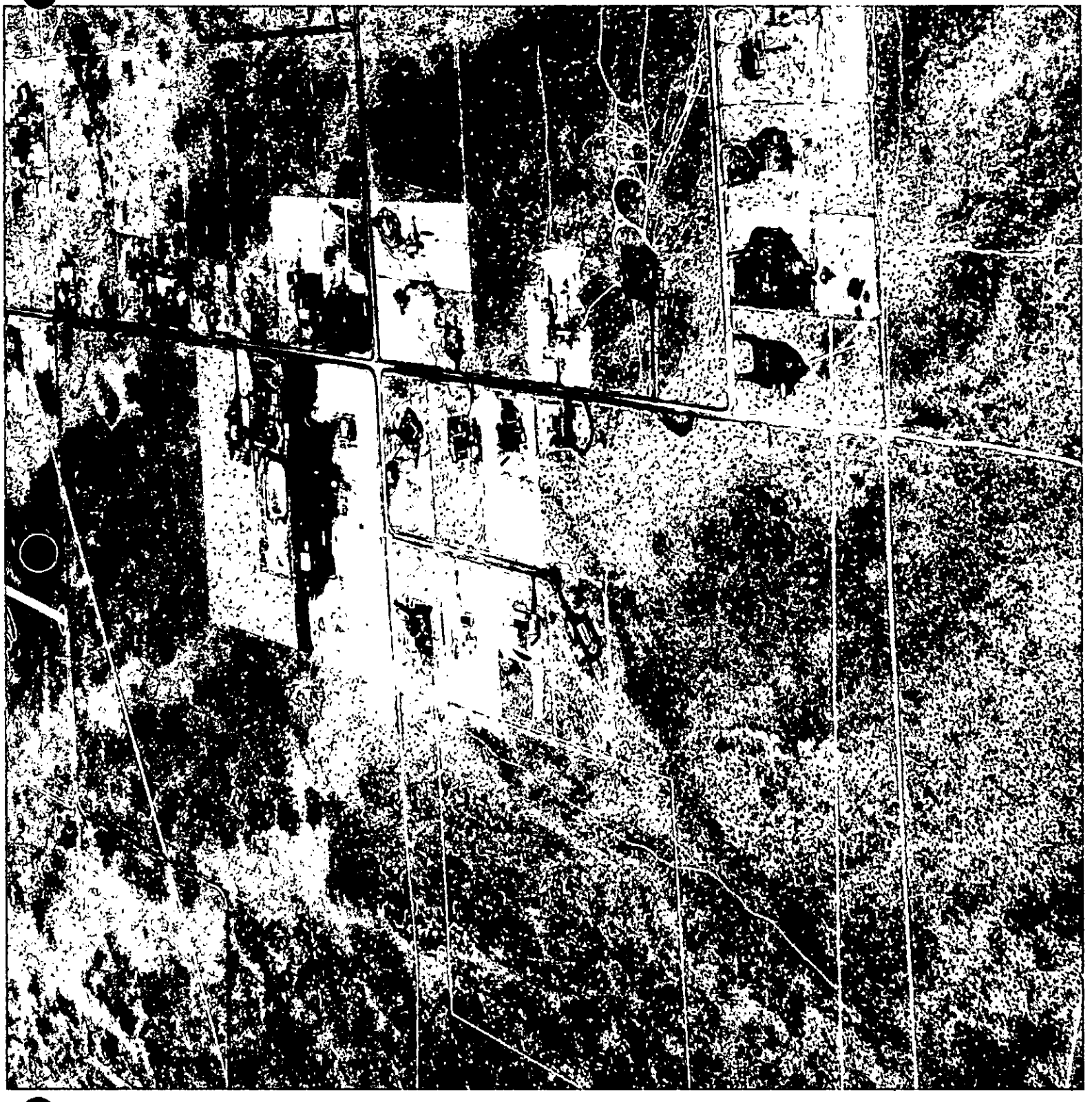
11-37



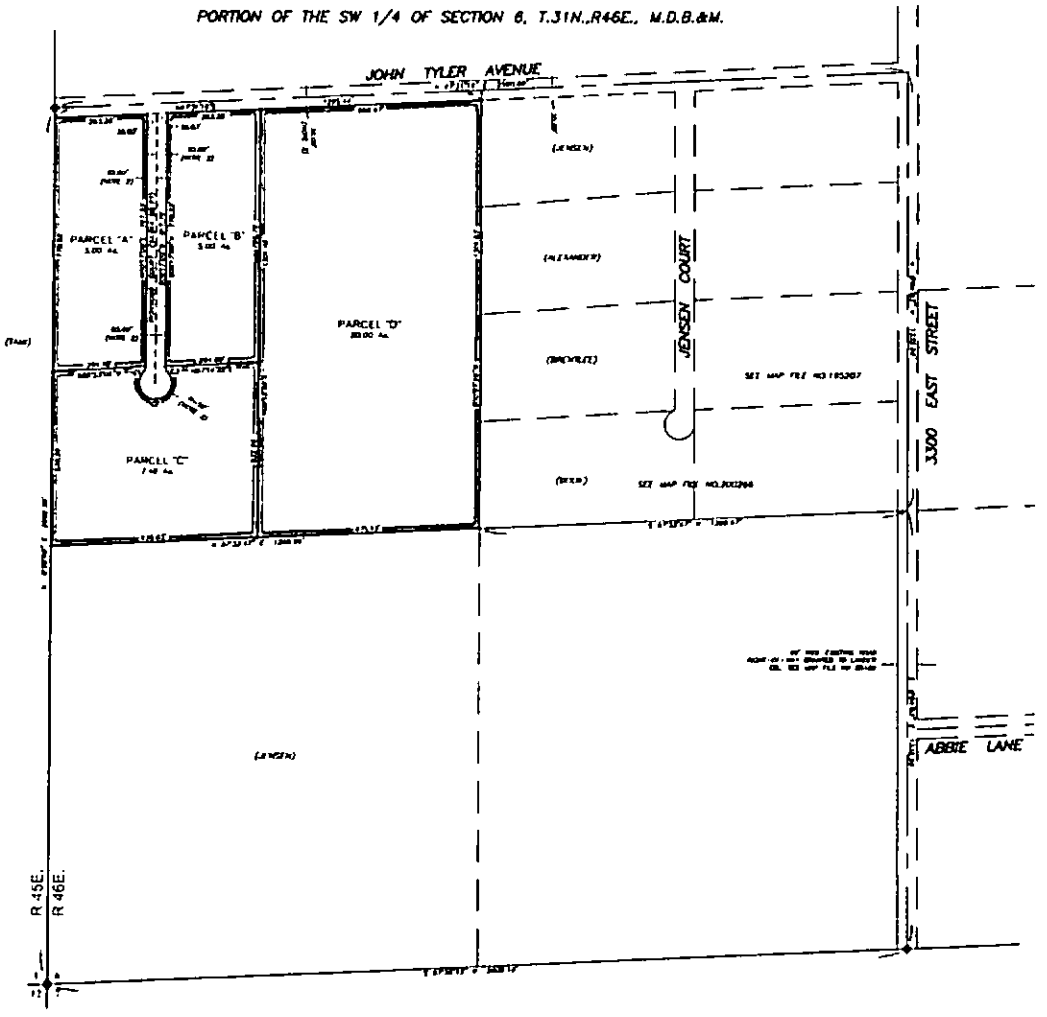
NOTE:
THIS PLAT IS FOR ASSESSMENT USE ONLY, AND DOES NOT REPRESENT A SURVEY. NO LIABILITY IS ASSUMED AS TO THE ACCURACY OF THE DATA DELINEATED HEREON. USE OF THIS PLAT FOR OTHER THAN ASSESSMENT PURPOSES IS FORBIDDEN UNLESS APPROVED BY THE DEPT. OF TAXATION. DIVISION OF ASSESSMENT STANDARDS.

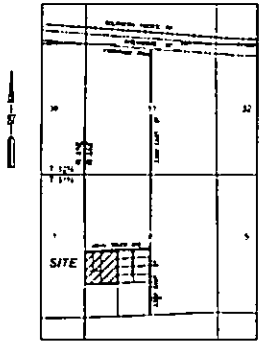
GEO-GRAPHICS 06/01/03 NJW

LANDER COUNTY



PORTION OF THE SW 1/4 OF SECTION 6, T.31N.,R46E., M.D.B.&M.





VICINITY MAP
SCALE 1"=1/2 MILE

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	90°00'00"	40.00'	62.83'	S45°00'00"E
C2	90°00'00"	40.00'	62.83'	S45°00'00"W
C3	90°00'00"	40.00'	62.83'	N45°00'00"W
C4	90°00'00"	40.00'	62.83'	N45°00'00"E

NOTES

1. Public utility easements are hereby granted 10 feet in width contiguous with all subdivision street rights-of-way, 5 feet in width contiguous with all other exterior boundaries and 10 feet in width centered on all interior lot lines. A public utility easement is also hereby granted within each parcel for the exclusive purpose of installing and maintaining utility service facilities to that parcel and the right to use that parcel with said utility facilities for the purpose of serving subdivided parcels or townships mutually agreed upon by the owner of record at that time and the utility company.

2. 33', 66' and 66' wide easements for roadway and utility purposes as hereby offered for dedication to Lander County.

3. Total area Surveyed 37.48 Acres, excluding dedicated roadways/easements.

BASIS OF BEARINGS

The Basis of Bearings was taken from "Parcel Map", File No. 195307, which was prepared for Gary L. and Peggy J. Hansen and was recorded on October 23rd, 1995, in the Official Records of Lander County.

LEGEND

- ● Indicates 5/8" iron pin with a plastic cap marked P.L.S. 5371, found or set this survey, unless otherwise indicated.
- ◆ Indicates a found spike, some a 5/8" iron pin with a 1 1/2" metal cap marked P.L.S. 5371, unless otherwise noted.
- ◆ Indicates a found 1 1/4" aluminum cap, a 5/8" iron pin with a metal cap marked P.L.S. 5371, unless otherwise noted.

COUNTY ASSESSOR'S CERTIFICATE

I, LORA DUVALL, certify that the assessor's parcel numbers shown on this plat are correct and that the proposed parcels are a result of the adjustment of the boundary line between said assessor's parcel numbers 011-370-11

LANDER COUNTY ASSESSOR DATE

UTILITY COMPANY CERTIFICATE

The undersigned utility companies have reviewed this map and find that the utility easements designated and shown are adequate

NV ENERGY

NEVADA BELL TELEPHONE COMPANY
dba AT&T NEVADA

APPROVAL - LANDER COUNTY SURVEYOR

I, ROBERT E. MORLEY, County Surveyor for the county of Lander, Nevada, do hereby approve the adjustment of the boundary line as shown on this map and certify that I have examined this map and that all provisions of N.R.S. 278.010 to 278.630 inclusive, and all local ordinances have been complied with, and that I am satisfied that this map is technically correct.

ROBERT E. MORLEY DATE

SURVEYORS CERTIFICATE

I, JOHN H. MILTON III, a PROFESSIONAL LAND SURVEYOR, licensed in the State of Nevada, do hereby certify that:

1. This plat represents the results of a survey conducted under my direct supervision at the instance of KEITH McKIRDY and CONNIE McKIRDY.
2. The lands surveyed lie within the SW1/4 of Section 6, T.31N., R.45E., M.D.B.&M. in Lander County, Nevada, and the survey was completed on September, 2013.
3. This plat complies with the applicable statutes of the state and any local ordinances in effect on the date that the survey was completed, and the survey was conducted in accordance with Chapter 625 of the Nevada Administrative Code.
4. The monuments depicted on this plat are of the character shown, occupy the positions indicated, and are of sufficient number and durability.

JOHN H. MILTON III
Professional Land Surveyor
Nevada 5371

OWNERS CERTIFICATE

This is to certify that the undersigned, KEITH and CONNIE McKIRDY, are the record owners of the tract of land represented on this plat and that the same is executed in compliance with and subject to N.R.S. CHAPTER 278 and the LANDER COUNTY PARCEL MAP ORDINANCE, and do hereby offer without reservation all rights of way and easements as are designated and shown on this plat for the purpose of construction and maintenance of public utilities, drainage and access easements. The undersigned property owners hereby acknowledge that the County of Lander and its approved and elected officials have no responsibility for improving and/or maintaining any road, street, alley or access to the property, unless and until such time as the route access is improved to County standards and officially accepted into the County maintained road system by the Board of Lander County Commissioners.

KEITH McKIRDY CONNIE McKIRDY

NOTARY PUBLIC CERTIFICATE

STATE OF NEVADA)
COUNTY OF LANDER) S.S.

This instrument was acknowledged before me on this _____ day of _____, 2013 by KEITH McKIRDY and CONNIE McKIRDY.

NOTARY PUBLIC
My commission expires: _____

TAX CERTIFICATE

The undersigned hereby certifies that all property taxes on this land shown on this PARCEL MAP have been paid for the fiscal year

_____ Dated _____
LANDER COUNTY TREASURER
A.P.N. 011-370-09

PLANNING COMMISSION CERTIFICATE

This PARCEL MAP has been reviewed and accepted by the PLANNING COMMISSION of LANDER COUNTY, NEVADA, for the purpose of land division.

CHAIRMAN

LANDER COUNTY COMMISSIONERS CERTIFICATE

At a regular meeting of the LANDER COUNTY COMMISSIONER of LANDER COUNTY, NEVADA, held on the _____ day of _____, 2013, this map was approved as a PARCEL MAP pursuant to N.R.S. 278 and the LANDER COUNTY MAP ORDINANCE, and all right of ways and easements, whether public or private, have been accepted or approved in accordance with the terms and conditions contained hereon.

CHAIRMAN LANDER COUNTY COMMISSIONERS

Attest: LANDER COUNTY CLERK

GRAPHIC SCALE

200 100 0 200 400 800

1 INCH = 200 FEET

PARCEL MAP

Prepared For

KEITH McKIRDY and CONNIE McKIRDY

LYING WITHIN THE SW1/4 OF SECTION 6 T.31N. R.46E. M.D.B.&M.

LANDER COUNTY NEVADA

DESERT MOUNTAIN SURVEYING

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 10

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding acceptance of Jillian Court into the Lander County Rural Road System and other matters properly related thereto.

Public comment.

Background:

The acceptance/non-acceptance of Jillian Court into the Lander County Rural Road System is presented for Commission consideration.

The Lander County Planning Commission met in regular session on October 9, 2013 and unanimously approved the recommendation for acceptance by the Lander County Board of Commissioners of Jillian Court into the Lander County Rural Road System.

The application made by Jay and Leslie Fischer for acceptance of Jillian Court into the Lander County Rural Road System was signed off as meeting the appropriate construction standards by Steve Brigman, Certifying Engineer; Donald Negro, Lander County Road & Bridge Foreman and John Williams, Lander County Planning Commission Chairman

Recommended Action:

It is recommended that the Commission uphold the recommendation of the Planning Commission and the certifications/approvals of the Engineer, Road and Bridge Foreman, Lander County Planning Commission and approve the acceptance of Jillian Court into the Lander County Rural Road System.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: October 24, 2013

NAME: *Gina Little* REPRESENTING: *Planning Commission*

ADDRESS:

PHONE (H): (W): (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS:

WHO WILL BE ATTENDING THE MEETING:

JOB TITLE:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: ***Discussion for possible action regarding approve/disapprove the following Acceptance of Road:***

Applicant:	***Jay and Leslie Fischer***
Location:	***Jillian Court***
Type:	***road built to Lander County Rural Road Standards***

BACKGROUND INFORMATION: ***See attached***

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

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

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING.
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? **YES** ✓ **N/A** ___

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** ___ **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.

_____ DATE: 10/15/13

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

#10

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860

RECOMMENDATION

Date: October 24, 2013

To: Lander County Board of Commissioners

From: Lander County Planning Commission

The Lander County Planning Commission met in regular session on October 9, 2013 to address the following agenda item:

Discussion for possible action regarding approve/disapprove the following Acceptance of Road:

Applicant:	Jay and Leslie Fischer
Name & Location:	Jillian Court
Description:	road built to Lander County Rural Road Standard

The road has been approved and signed off by the Certifying Engineer, Lander County Road & Bridge Foreman and Lander County Planning Commission.

Mr. Price moved to approve the road as agendized; seconded by Mr. Lani. The motion was voted and carried unanimously.

The Planning Commission recommends that the Lander County Board of Commissioners uphold their motion and approve the Acceptance of Road: "Jillian Court".

Application for Acceptance of a Road in Lander County

In order for the Board to consider inclusion of a road for acceptance as part of the County road system, an applicant shall complete this form. The road which the applicant desires to be considered for inclusion in the County road system shall be specifically identified. Each application shall be accompanied by a certificate or report of a compaction test or a resistance value test performed by a reputable firm recognized by Lander County Road & Bridge Department. Upon receipt of such application, Lander County Road & Bridge Department will review the application and physically examine the particular road which is subject to the application. Upon recommendation by the Lander County Road & Bridge Department, the application will be placed upon the Planning Commission Agenda. If the Planning Commission recommends inclusion of the particular road which is subject of the application into the County road system, such application will then be placed upon the agenda for the Lander County Commissioners.

Applicants Name Jay or Leslie Fisher

Address 385 Jillian C.T

Phone 635-8539 304-1065 Cell 397-1609

Name & Location of Road Jillian C.T
Battle Mtn

Description of Road Lander County Rural Standard Road

Compaction or Resistance Value Test is attached. This road complies with Lander County Rural Road Standards.

10/22/12
Certifying Engineer

Approved:
9-11-13
Lander County Road & Bridge

Approved:
10-9-13
Lander County Planning Commission

Approved:

Chairman, Board of County Commissioners

Lander County Rural Road Standards

Tillian Court

Check List	Developer	~~Superintendent~~ County Engineer	Date
60' Minimum Right of Way			10/22/12
24' Minimum Road Width measured @ 28'±			10/22/12
6" Of 3" Minus Pit Run Sub-base			10/22/12
4" Of Type 2, Class "B" Aggregate Base			10/22/12
6" Crown (As shown in drawing) *			10/22/12
1' Ditch Minimum with 4:1 Slope (As shown in drawing) *			10/22/12
Passing Resistance Value Test (Minimum 70) 82			10/22/12
Passing Compaction Test (Minimum 93%)		na	n/a
6' Shoulders On Both Sides - 6" of 3" Minus Pit Run Sub-base *			10/22/12

* road shoulders, roadside ditches and aprons need to be dressed up prior to pavement.

Developer is responsible for all road development costs

Lander County Public Works Director must approve Check List

Planning Commission will have final approval for recommendation to Commissioners

C
E
&
C

9570 Crystalline Drive• Reno• Nevada•89506•Phone:775-971-0032•Fax:775-971-0813•E-mail:Cmsconsulting@aol.com

October 5, 2012

Shaw Engineering
20 Vine Street
Reno, Nevada 89503

Existing Roadway Section Analysis
Battle Mountain Roadway Improvement Projects
Jillian Court, Felycia Court and Appalossa Way
Battle Mountain,, Nevada

Attention: Mr. Steve Brigman, P.E.

This letter discusses our analysis of existing site roadway improvements for the Battle Mountain Roadway improvement development. The above mentioned roadways have been evaluated for roadway stability, understanding that future grading and asphaltic pavement construction improvements will be installed as specified by Lander County Rural Road Standards.

R-Value and Gradation Testing was performed on the existing base course materials for these roadways and found to be in accordance with the specified Lander County Rural Road Standards. No compaction testing was performed at this time as we believe the roadways will require surface and shoulder grading prior to the proposed improvement construction. At the time of roadway surface and shoulder grading; we should be provided the opportunity to provide inspection and compaction testing prior to placement of asphalt pavement.

We trust that this provides the information needed; however, if you have any questions, please contact our office.

Yours very truly,

Carnes Engineering and Consulting, LLC

PROFESSIONAL ENGINEER-STATE OF NEVADA
CHAD E. CARNES
Exp. 12-31-12
CIVIL
No. 14699

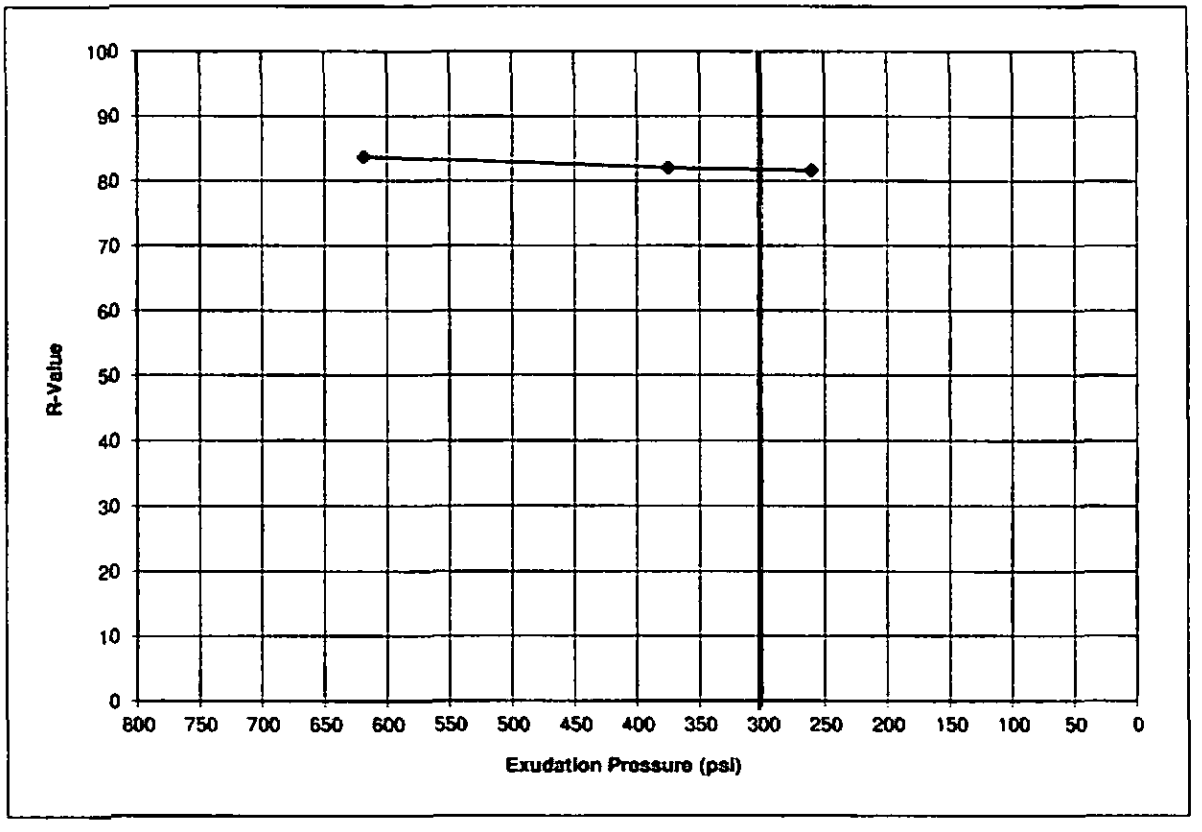
10-5-12

Chad E. Carnes, P.E.
President

PROJECT:	Carnes Eng. - Misc. Lab Testing	**PROJECT NO:**	12-419-00839
CLIENT:	Carnes Engineering and Consulting, LLC	**WORK ORDER NO:**	
MATERIAL:	Type 2, Class B Aggregate Base	**LAB NO:**	3585
SAMPLE SOURCE:	Battle Mountain Roads	**DATE SAMPLED:**	Unknown
		SAMPLED BY:	Client

RESISTANCE R-VALUE AND EXPANSION PRESSURE OF COMPACTED SOILS (ASTM D2844)

SPECIMEN I. D.	A	B	C
Moisture Content	7.5%	8.5%	9.5%
Compaction Pressure (psi)	350	350	350
Specimen Height (inches)	2.54	2.55	2.49
Dry Density (pcf)	129.4	128.5	127.0
Horiz. Pres. @ 1000lbs (psi)	7.5	8.0	9.0
Horiz. Pres. @ 2000lbs (psi)	13.0	14.0	16.0
Displacement	5.50	5.70	5.05
Expansion Pressure (psi)	0.0	0.0	0.0
Exudation Pressure (psi)	619	375	261
R Value	84	82	82



R Value at 300 PSI = 82 **(SSPWC, Sec. 200.01.03 - 70 min.)**

AMEC Environment Infrastructure, Inc.
961 Matley Lane, Suite 110
Reno, NV 89502
Tel (775) 331-2375
Fax (775) 331-4153

Report To: Mr. Steve Brigman., P.E.
20 Vine Street
Reno, Nevada, 89503

Date: 10-1-12

Project: Battle Mountain Road Projects (Jillian Court, Felycia Court and Apalossa Way Improvements

Report of Materials Test

Materials: Type 2, Class B, Aggregate Base

Source: Middle of Felycia Court

Sampled By: C. Carnes

Date Submitted: 10-1-12

Sieve Size	Percent Passing	
4		
3 ½		
3		
2 ½		
2		
1 ½		
1	100	✓
¾	98	✓
½	92	
3/8	81	
No. 4	68	ok, acceptable
No. 8	82	
No. 10		
No. 16	18	✓
No. 20		
No. 30		
N0. 40	52	
No. 50	38	
No. 60		
No. 100	8.4	
No. 200	5.8	✓

Atterberg Limits: N/A

Other: Materials evaluated within these three roadways were found to be in conformance with current Lander County Building Standards

PROFESSIONAL ENGINEER-STATE OF NEVADA
CHAD E. CARNES
Exp. 12-31-12
CIVIL
No. 14699

10-5-12

Carnes Engineering and Consulting

LANDER COUNTY

Supersedes:	Standard Practices	No. : 2000-10 Effective: 01-01-01 Page : 1 of 2

DEPARTMENT: Road and Bridge SUBJECT: County Road System

I. PURPOSE

Except as otherwise provided in Title 16 of the Lander County Code, the purpose of this policy is to standardize, define and communicate the policy and procedures for making application to the County for acceptance of a road as a County road.

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Except as otherwise provided in Title 16 of the Lander County Code, this policy applies to all potential roads in Lander County.

III. DEFINITION

A. *Applicant*: For purposes of this policy, an applicant is any individual who has ownership and control over a road in Lander County.

IV. POLICY

A. Except as otherwise provided in Title 16 of the Lander County Code, it is the policy of the Lander County Board of Commissioners ("Board") that roads which meet standards listed herein will be considered for inclusion into the County road system for which maintenance will be provided. Upon receiving an application for a road recommended for inclusion by the Lander County Road and Bridge Department, the Board will consider, among other factors, whether funding for maintenance is available.

B. Road Standards.
   1. Minimum road width twenty-four fee (24')
   2. Minimum of a total of ten inches (10") of gravel base.
   3. The top four inches (4") of gravel base will be type II "b" gravel.
   4. The remaining six inches (6") will be three inches (3") minus pit run or better.
   5. The road will have a six inch (6") crown as shown in the schematic drawing attached to the application form.
   6. The right-of-way must be a minimum of sixty feet (60').

7. The road will have ditches one (1) foot deep at a 4:1 slope as shown on the schematic drawing attached to the application form.
8. Either a compaction test or a resistance value test, performed by a reputable firm as recognized by Lander County Road and Bridge Department, must be performed on the road with the results of the compaction test being no less than ninety-three percent (93%), or the resistance value test being higher than seventy (70).

V. PROCEDURE

A. *Applicant for inclusion:* In order for the Board to consider inclusion of a road for acceptance as part of the County road system, an applicant shall complete the form provided by the County. The road which the applicant desires to be considered for inclusion into the County road system shall be specifically identified. Each application shall be accompanied by a certificate or report of a compaction test or a resistance value test performed by a reputable firm recognized by Lander County Road and Bridge Department. Upon receipt of such application, Lander County Road and Bridge Department will review the application and physically examine the particular road which is subject to the application. Upon recommendation by the Lander County Road and Bridge Department, the application will be placed upon the Planning Commission Agenda. If the Planning Commission recommends inclusion of the particular road which is subject of the application into the County road system, such application will then be placed upon the agenda for the Lander County Commission.

APPROVED:

By: Mickey Yárbro
Chair, Board of County Commissioners

ATTESTED:

By: Gladys Burris
County Clerk

To be reviewed annually.

Application for Acceptance of a Road in Lander County

In order for the Board to consider inclusion of a road for acceptance as part of the County road system, an applicant shall complete this form. The road which the applicant desires to be considered for inclusion in the County road system shall be specifically identified. Each application shall be accompanied by a certificate or report of a compaction test or a resistance value test performed by a reputable firm recognized by Lander County Road & Bridge Department. Upon receipt of such application, Lander County Road & Bridge Department will review the application and physically examine the particular road which is subject to the application. Upon recommendation by the Lander County Road & Bridge Department, the application will be placed upon the Planning Commission Agenda. If the Planning Commission recommends inclusion of the particular road which is subject of the application into the County road system, such application will then be placed upon the agenda for the Lander County Commissioners.

Applicants Name Jay or Leslie Fischer

Address 385 Jillian CT

Phone 635-8539 304-1065 Cell 397-1609

Name & Location of Road Jillian CT
Battle Mtn

Description of Road Lander County Rural Standard Road

Compaction or Resistance Value Test is attached. This road complies with Lander County Rural Road Standards.

10/22/12
Certifying Engineer

Approved:
9-11-13
Lander County Road & Bridge

Approved:
10-9-13
Lander County Planning Commission

Approved:
Chairman, Board of County Commissioners

DOC # 0269205
10/28/2013 04:42 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee
RPTT
Page 1 of 2
Recorded By IT
Book- 652 Page- 0169
0269205

RECORDING REQUESTED BY:

LANDER COUNTY CLERK'S OFFICE

ADDRESS: 315 S. HUMBOLDT STREET

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

APPLICATION FOR ACCEPTANCE OF A ROAD IN LANDER COUNTY

JILLIAN COURT

(TITLE OF DOCUMENT)

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

This cover page must be typed or printed.

0269205 Book 652 Page 170 10/28/2013 Page 2 of 2

Application for Acceptance of a Road in Lander County

In order for the Board to consider inclusion of a road for acceptance as part of the County road system, an applicant shall complete this form. The road which the applicant desires to be considered for inclusion in the County road system shall be specifically identified. ***Each application shall be accompanied by a certificate or report of a compaction test or a resistance value test performed by a reputable firm recognized by Lander County Road & Bridge Department.*** *Upon receipt of such application, Lander County Road & Bridge Department will review the application and physically examine the particular road which is subject to the application. Upon recommendation by the Lander County Road & Bridge Department, the application will be placed upon the Planning Commission Agenda. If the Planning Commission recommends inclusion of the particular road which is subject of the application into the County road system, such application will then be placed upon the agenda for the Lander County Commissioners.*

Applicants Name Jay & Leslie Fischer Date 9-7-12

Address 385 Jillian Ct

Phone 635-8539 Cell 304-1065

~~304-1065~~

Name & Location of Road Felycia Ct

BM, NV

Description of Road Lander County Rural Standard Road

Compaction or Resistance Value Test is attached. This road complies with Lander County Rural Road Standards

Certifying Engineer Date 10/22/12

Approved:

Lander County Road & Bridge Date 9-11-13

Approved:

Lander County Planning Commission Date 10-9-13

Approved/Accepted:

Chairman, Board of County Commissioners Date 10/24/13

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 11

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding acceptance of Felycia Court into the Lander County Rural Road System and other matters properly related thereto.

Public comment.

Background:
The acceptance/non-acceptance of Felycia Court into the Lander County Rural Road System is presented for Commission consideration.

The Lander County Planning Commission met in regular session on October 9, 2013 and unanimously approved the recommendation for acceptance by the Lander County Board of Commissioners of Felycia Court into the Lander County Rural Road System.

The application made by Jay and Leslie Fischer for acceptance of Felycia Court into the Lander County Rural Road System was signed off as meeting the appropriate construction standards by Steve Brigman, Certifying Engineer; Donald Negro, Lander County Road & Bridge Foreman and John Williams, Lander County Planning Commission Chairman

Recommended Action:
It is recommended that the Commission uphold the recommendation of the Planning Commission and the certifications/approvals of the Engineer, Road and Bridge Foreman, Lander County Planning Commission and approve the acceptance of Felycia Court into the Lander County Rural Road System.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: October 24, 2013

NAME: *Gina Little* REPRESENTING: *Planning Commission*

ADDRESS:

PHONE (H): (W): (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS:

WHO WILL BE ATTENDING THE MEETING:

JOB TITLE:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: ***Discussion for possible action regarding approve/disapprove the following Acceptance of Road:***

Applicant:	***Jay and Leslie Fischer***
Location:	***Felycia Court***
Type:	***road built to Lander County Rural Road Standards***

BACKGROUND INFORMATION: ***See attached***

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

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

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING.
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ✓ N/A ___

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 ___ 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.

_____ DATE: 10/15/13

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

#

LANDER COUNTY PLANNING COMMISSION
315 SOUTH HUMBOLDT STREET
BATTLE MOUNTAIN, NV 89820
(775) 635-2860

RECOMMENDATION

Date: October 24, 2013

To: Lander County Board of Commissioners

From: Lander County Planning Commission

The Lander County Planning Commission met in regular session on October 9, 2013 to address the following agenda item:

Discussion for possible action regarding approve/disapprove the following Acceptance of Road:

Applicant:	Jay and Leslie Fischer
Name & Location:	Felycia Court
Description:	road built to Lander County Rural Road Standard

The road has been approved and signed off by the Certifying Engineer, Lander County Road & Bridge Foreman and Lander County Planning Commission.

Mr. Lani moved to approve the road as agendized; seconded by Mr. Price. The motion was voted and carried unanimously.

The Planning Commission recommends that the Lander County Board of Commissioners uphold their motion and approve the Acceptance of Road: "Felycia Court".

Application for Acceptance of a Road in Lander County

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Applicants Name Jay & Leslie Fischer Date 9-7-12

Address 385 Jillian Ct

Phone 635-8539 Cell 304-1065

~~304-1065~~

Name & Location of Road Felycia Ct
B.M., NV

Description of Road Lander County Rural Standard Road

Compaction or Resistance Value Test is attached. This road complies with Lander County Rural Road Standards.

Certifying Engineer Date 10/22/12

Approved:

Lander County Road & Bridge Date 9-11-13

Approved:

Lander County Planning Commission Date 10-9-13

Approved/Accepted:

Chairman, Board of County Commissioners Date

Lander County Rural Road Standards

Felycia Court

Check List	Developer	~~Superintendent~~ County Engineer	Date
60' Minimum Right of Way			10/22/12
24' Minimum Road Width measured @ 28'±			10/22/12
6" Of 3" Minus Pit Run Sub-base			10/22/12
4" Of Type 2, Class "B" Aggregate Base			10/22/12
6" Crown (As shown in drawing)*			10/22/12
1' Ditch Minimum with 4:1 Slope (As shown in drawing)*			10/22/12
Passing Resistance Value Test (Minimum 70) 82			10/22/12
Passing Compaction Test (Minimum 93%)		n/a	n/a
6' Shoulders On Both Sides - 6" of 3" Minus Pit Run Sub-base*			10/22/12

* road shoulders, road side ditches and culverts need to be dressed up prior to pavement.

Developer is responsible for all road development costs

Lander County Public Works Director must approve Check List

Planning Commission will have final approval for recommendation to Commissioners

C... E... & C...

9570 Crystalline Drive• Reno• Nevada•89500•Phone:775-971-6032•Fax:775-971-0813•E-mail:CrnsConsulting@aol.com

October 5, 2012

Shaw Engineering
20 Vine Street
Reno, Nevada 89503

Existing Roadway Section Analysis
Battle Mountain Roadway Improvement Projects
Jillian Court, Felycia Court and Appalossa Way
Battle Mountain,, Nevada

Attention: Mr. Steve Brigman, P.E.

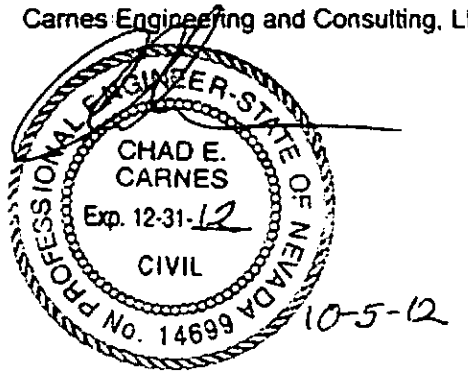
This letter discusses our analysis of existing site roadway improvements for the Battle Mountain Roadway improvement development. The above mentioned roadways have been evaluated for roadway stability, understanding that future grading and asphaltic pavement construction improvements will be installed as specified by Lander County Rural Road Standards.

R-Value and Gradation Testing was performed on the existing base course materials for these roadways and found to be in accordance with the specified Lander County Rural Road Standards. No compaction testing was performed at this time as we believe the roadways will require surface and shoulder grading prior to the proposed improvement construction. At the time of roadway surface and shoulder grading; we should be provided the opportunity to provide inspection and compaction testing prior to placement of asphalt pavement.

We trust that this provides the information needed; however, if you have any questions, please contact our office.

Yours very truly,

Carnes Engineering and Consulting, LLC



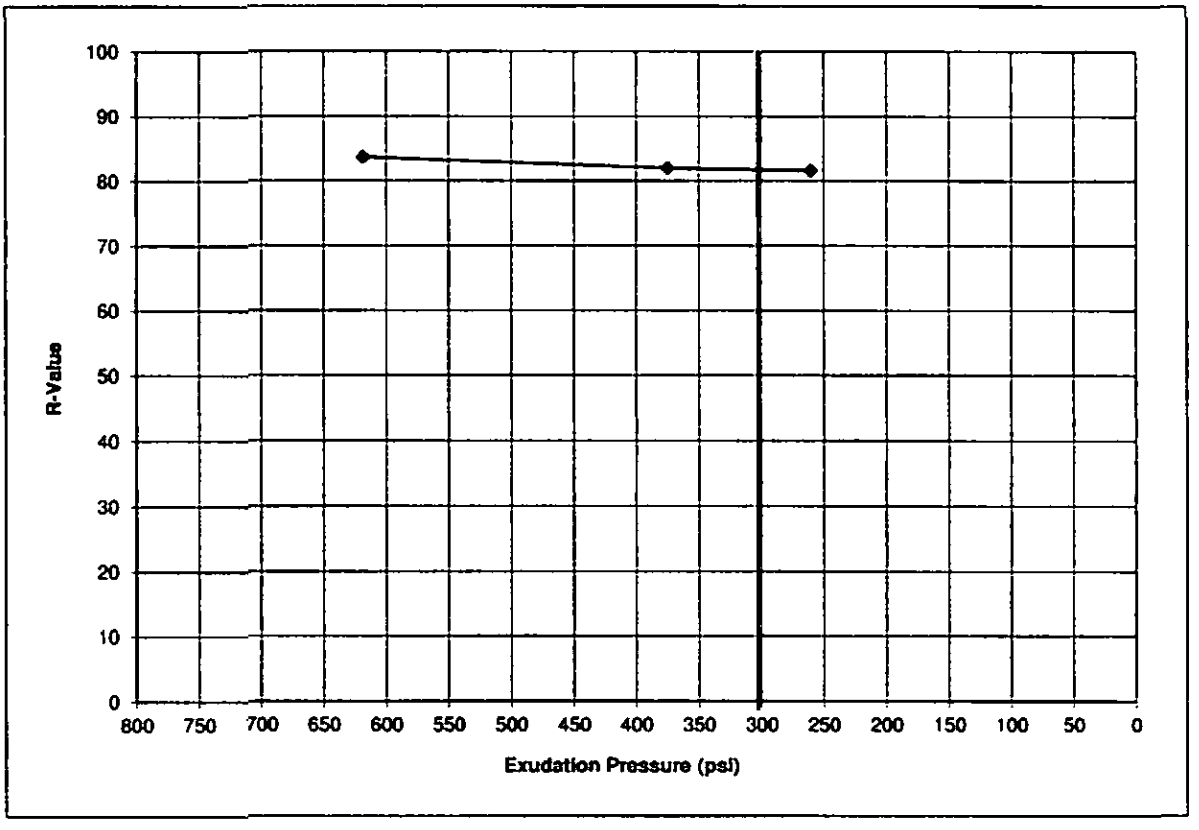
10-5-12

Chad E. Carnes, P.E.
President

PROJECT:	Carnes Eng. - Misc. Lab Testing	**PROJECT NO:**	12-419-00839
CLIENT:	Carnes Engineering and Consulting, LLC	**WORK ORDER NO:**	
MATERIAL:	Type 2, Class B Aggregate Base	**LAB NO:**	3585
SAMPLE SOURCE:	Battle Mountain Roads	**DATE SAMPLED:**	Unknown
		SAMPLED BY:	Client

RESISTANCE R-VALUE AND EXPANSION PRESSURE OF COMPACTED SOILS (ASTM D2844)

SPECIMEN I. D.	A	B	C
Moisture Content	7.5%	8.5%	9.5%
Compaction Pressure (psi)	350	350	350
Specimen Height (inches)	2.54	2.55	2.49
Dry Density (pcf)	129.4	128.5	127.0
Horiz. Pres. @ 1000lbs (psi)	7.5	8.0	9.0
Horiz. Pres. @ 2000lbs (psi)	13.0	14.0	16.0
Displacement	5.50	5.70	5.05
Expansion Pressure (psi)	0.0	0.0	0.0
Exudation Pressure (psi)	619	375	261
R Value	84	82	82



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AMEC Environment Infrastructure, Inc.
961 Matley Lane, Suite 110
Reno, NV 89502
Tel (775) 331-2375
Fax (775) 331-4153

Report To: Mr. Steve Brigman., P.E.
20 Vine Street
Reno, Nevada, 89503

Date: 10-1-12

Project: Battle Mountain Road Projects (Jillian Court, Felycia Court and Apalossa Way Improvements

Report of Materials Test

Materials: Type 2, Class B, Aggregate Base

Source: Middle of Felycia Court

Sampled By: C. Carnes

Date Submitted: 10-1-12

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No. 30		
N0. 40	52	
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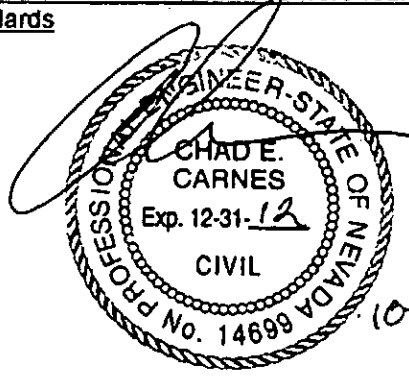
Other: Materials evaluated within these three roadways were found to be in conformance with current Lander County Building Standards



Carnes Engineering and Consulting

10-5-12

LANDER COUNTY

Supersedes:	Standard Practices	No. : 2000-10 Effective: 01-01-01 Page : 1 of 2

DEPARTMENT: Road and Bridge SUBJECT: County Road System

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APPROVED:

By: Mickey Yarbro
Chair, Board of County Commissioners

ATTESTED:

By: Gladys Burris
County Clerk

To be reviewed annually.

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Applicants Name Jay & Leslie Fischer Date 9-7-12

Address 385 Jillian Ct

Phone 635-8539 Cell 304-1065

~~304-1065~~

Name & Location of Road Felycia Ct
BM, NV

Description of Road Lander County Rural Standard Road

Compaction or Resistance Value Test is attached. This road complies with Lander County Rural Road Standards.

Certifying Engineer Date 10/22/12

Approved:

Lander County Road & Bridge Date 9-11-13

Approved:

Lander County Planning Commission Date 10-9-13

Approved/Accepted:

Chairman, Board of County Commissioners Date 10/24/13

DOC # 0269206
10/28/2013 04 43 PM
Official Record
Recording requested By
LANDER COUNTY CLERK
Lander County - NV
Idonna Trevino - Recorder
Fee Page 1 of 2
RPTT Recorded By IT
Book- 652 Page- 0171
0269206

RECORDING REQUESTED BY:

LANDER COUNTY CLERK'S OFFICE

ADDRESS: 315 S. HUMBOLDT STREET

CITY/STATE/ZIP: BATTLE MOUNTAIN, NV 89820

APPLICATION FOR ACCEPTANCE OF A ROAD IN LANDER COUNTY

FELYCIA COURT

(TITLE OF DOCUMENT)

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

This cover page must be typed or printed.

Application for Acceptance of a Road in Lander County

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Applicants Name Jay or Leslie Fisher

Address 385 Jillian C.T

Phone 635-6539 304-1065 Cell 397-1609

Name & Location of Road Jillian C.T
Battle Mtn

Description of Road Lander County Rural Standard Road

Compaction or Resistance Value Test is attached. This road complies with Lander County Rural Road Standards.

[signature] 9/22/12
Certifying Engineer

Approved:
[signature] 9-11-13
Lander County Road & Bridge

Approved:
[signature] 10-9-13
Lander County Planning Commission

Approved:
[signature]
Chairman, Board of County Commissioners

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 12

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the FY 2013-2014 Yucca Mountain Summary of Proposed Activities and Program Plan and other matters properly related thereto.

Public comment.

Background:

Lander County Yucca Mountain Oversight Program Consultant Rex Massey will present the FY 2013-2014 Yucca Mountain Project Summary of Proposed Activities and Program Plan to the Commission for consideration.

The program plan sets forth the proposed Lander County oversight activities for FY 2013-2014. All program related items are funded through the County's oversight funds and are consistent with federal guidance on use of funds.

Recommended Action:

Mr. Massey, per the submitted agenda request, is asking the Commission to review and approve the FY 2013-2014 Yucca Mountain Project Summary of Proposed Activities and Program Plan.

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: October 24, 2013

NAME: *Rex Massey* REPRESENTING: Lander County

ADDRESS:

PHONE (H):775-772-6923 (W): (FAX):

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: 775-772-6923

WHO WILL BE ATTENDING THE MEETING: Rex Massey

JOB TITLE:

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Discussion and possible action Yucca Mountain Annual Program Plan for 2013-14.

BACKGROUND INFORMATION:

The program plan setsforth proposed Lander County oversight activities for FY 2013-2014. All program related items are funded through the County's oversight funds and are consistent with federal guidance on use of funds.

WHAT ACTION WOULD YOU LIKE THE BOARD TO TAKE TO RESOLVE THIS ISSUE? Review and approve the Program Plan for 2013-2014.

ARE THERE ANY COSTS ASSOCIATED WITH YOUR REQUEST: YES ___ NO ✓
AMOUNT: Program related activities funded through the DOE fund for Yucca Mountain

HAS THIS ISSUE BEEN DISCUSSED AT A PRIOR COMMISSION MEETING? YES ✓ NO ___
WHEN? The plan is reviewed and approved annually

HAS THIS ISSUE BEEN REVIEWED AND APPROVED BY AFFECTED DEPT HEADS? YES ✓ NO ___
Commissioner Patsy Waits

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING.
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? YES ✓ N/A ___

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 ___ 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.

R J. Massey DATE: 10/14/2013

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

#12

Lander County
Yucca Mountain Project
Summary of Proposed Activities and Program Plan
10/01/2013-9/30/2014

Activity 1. Program Management and Administration

A repository program office operates in Battle Mountain with a smaller office maintained in Austin.

The Battle Mountain office will be responsible for:

- Maintenance of the geographic information systems and assistance with Yucca Mountain impact studies.
- Coordinate Yucca Mountain public tours and speakers.
- Maintain and update public information website for Yucca Mountain.
- Coordinate various impact assessment efforts and reports (participate in study update)
- Assist with Yucca Mountain newsletter and other public information development and distribution in Lander County.
- Attend periodic meetings related to directly to Yucca Mountain, AULG status and funding, and meetings for public information purposes.
- Maintain public information library for Yucca Mountain related information.
- General program administration for the Lander County Yucca Mountain Oversight Program.
- Provide financial management for Yucca Mountain Oversight program and related activities.
- Participate and monitor NRC licensing proceedings.

Administrative Assistant (Part-time Position in Austin)

- Maintain Yucca Mountain public information library in Austin.
- Review all news clips and maintain an active 30-day file for Yucca Mountain.
- Label and distribute Yucca Mountain newsletters as well as other public information documents related to Yucca Mountain project.
- Maintain and stock a Yucca Mountain public information displays in the courthouse and other locations.
- Help coordinate public school and adult tours.
- Attend County Commission meetings on DOE Yucca Mountain related matters.
- Provide Yucca Mountain related information to local service groups.

- Periodically review internet sites for pertinent information about the repository program.
- Perform various administrative procedures related to the Yucca Mountain Oversight Program.
- Help coordinate Yucca Mountain Community Survey efforts.

The County anticipates the acquisition of additional computer equipment and software, office furniture, and telephones for Yucca Mountain program related activities at the Battle Mountain and Austin office. Rent will also be charged for office space established in Battle Mountain for Yucca Mountain oversight office, and for the Austin office.

Lander County may utilize the services of its auditor to periodically review Yucca Mountain program related accounting and control procedures.

Program administration is understood to refer only to the administration of Yucca Mountain oversight funds. The County's Yucca Mountain planning and management contractor will also participate in management and administrative functions for the oversight program.

Activity 2: Program Oversight Activities

The primary function of oversight activities is to attend program related meetings, conferences and workshops, review program activities and other related information, and provide periodic reports to the Board of County Commissioners. County staff, elected officials, and the planning and management consultant, will provide oversight functions. The County will also monitor DOE's activities to help evaluate impacts to Lander County and provide for public information.

Lander County anticipates coordination with or attendance at meetings with the following entities:

- Department of Energy/Yucca Mountain Project.
- State of Nevada-Commission on Nuclear Projects, Agency for Nuclear Projects.
- Yucca Mountain Affected Unit of Local Government Meetings.
- Nuclear Regulatory Commission and its Advisory Committee
- NRC Licensing Proceedings.
- Nuclear Waste Technical Review Board.
- Track implementation efforts of the Blue Ribbon Commission's alternatives.
- Regional government meetings when topics are related to Yucca Mountain.
- Legislative and Judicial matters involving Yucca Mountain and Waste Disposal
- Energy Community Alliance Membership and participation in meetings and activities.

Oversight activities will be conducted for the purpose of obtaining public information and assessing potential impacts from the Yucca Mountain project.

The County will maintain engagement with activities related to the license proceedings. County staff will also attend meetings with legal counsel on matters related to NRC licensing proceedings. Lander County will monitor and participate in regional and national transportation meetings for the Yucca Mountain Project that may impact Lander County and for public information purposes. Coordination and joint planning efforts may occur with other affected units of local government. Lander County maintains regular planning meetings and interactions with Mineral, Lander and Esmeralda Counties.

Activity 3: Public Information

The public information function provides current information on repository related events through the publication of periodic newsletters, Yucca Mountain repository related tours, and coordination with community groups and Lander County residents. Proposed activities to include:

- One newsletters concerning Yucca Mountain program activities.
- Operation and maintenance of local information library for Yucca Mountain project related materials.
- Publication of newspaper articles and press releases related to Yucca Mountain and the licensing proceedings.
- Tours of nuclear power facilities and on-site storage for elected officials and those directly involved with the County's oversight activities.
- Public information survey directly related to the Yucca Mountain project.
- Update website with public information related to Yucca Mountain.
- Prepare status report on various Yucca Mountain Program Activities.

All public information activities will be used for Yucca Mountain and or the licensing proceedings. Further enhancements will be made to the Yucca Mountain website.

Activity 4: Impact Assessment Activities

County staff and the planning and management contractor will be responsible for Yucca Mountain impact assessment activities. Such activities will be used to support licensing activities and contentions filed by Lander County. The following impact assessment and planning activities will be considered for the coming year:

- **Geographic Information System (GIS) Capabilities**

Lander County will continue to support repository and Yucca Mountain related GIS capabilities for use in impact assessment activities, public information, and NRC

licensing proceedings to support the 4-county admitted contentions. Information provided by the Yucca Mountain project such as maps and other digital data can be placed on the GIS. Any additional impact studies can utilize the GIS.

Oversight funds will be used to acquire digital databases, computer equipment, a printer and produce data to support impact analysis. The program coordinator and GIS consultants will provide technical expertise for system operations. GIS layers to be maintained include parcel base layer, and land use/zoning maps, road network, aerial photography, natural resource data (wildlife, water resources, mineral resources, land use among others). Findings for other Yucca Mountain impact assessments and baseline information will be placed on the GIS.

County Yucca Mountain staff will maintain the GIS system with the assistance of a GIS contractor. County Yucca Mountain staff may attend necessary training courses in order operate and maintain the system. Geographic information system tasks and activities will be directly related to the Yucca Mountain project. The GIS contractor will also be responsible for system upgrades and maintenance, and the transfer of data from and to other affected units of local government. Lander County may opt to transfer long-term maintenance and operation of the system to another County department.

- **Transportation Activities**

Technical assistance will be retained by Lander County. Work performed by Lander County will only focus on Yucca Mountain rail and highway activities along the existing rail and truck transportation routes in Lander County. Transportation work done under impact assessment will support licensing activities. Additionally, Lander County will finalize its review of local emergency medical services, fire department, and hazardous materials response capabilities.

- **Community Survey**

In 2013 Lander County prepared a survey of local residents in order to gain insights about the opinions and beliefs held by Lander County residents with respect to the repository program. This year the county will resurvey local residents to obtain their views of the waste management program. Lander County High School students will be responsible for conducting the survey and compiling the results. Various survey methods and procedures will be utilized to obtain local views of the repository program. A final report with Yucca Mountain survey results will be prepared and distributed to interested parties.

This year Lander County will prepare a comprehensive report on public opinions of the Yucca Mountain project.

- **Update Annual Baseline Report**

Lander County updates its baseline report annually. The baseline report tracks changes in social, economic, demographic, and environmental conditions in Lander County. The GIS will be used to enhance revisions to the impact analysis, and other impact assessment work related to Yucca Mountain. The baseline report is important to efforts to track existing conditions and monitor changes to Lander County over time.

- **Comprehensive Program Review**

Lander County will conduct a comprehensive program review which documents the County's involvement in all aspects of the Yucca Mountain Oversight program. The most important element will be the discussion of potential impacts and suggested mitigation requirements. As part of this effort, Lander County will build an extensive bibliography of studies and other supporting material for various positions held by Lander County with respect to the Yucca Mountain program and geologic repository in general. Examining and summarizing key studies and findings will be part of the review.

The review will also include a discussion of lessons learned from licensing activity, institutional interactions, and public relations and public information activities

- **Support Activities for Licensing and Contention Filed by Lander County**

Lander County will engage in licensing and contention support activities, if such activities are required. Lander County will work cooperatively with the four counties and other affected units of local government participating in the proceedings as necessary.

Activity 5: Licensing and LSN Related Activities

Lander County will undertake activities necessary to maintain its current NRC certification of County website. Such activities require the participation of Lander County at NRC meetings directly related to the licensing support system. Lander County will continue to update its LSN manual.

Lander County will use oversight funds for participation in the U.S. Nuclear Regulatory Commission (NRC) licensing proceedings if necessary. Lander County will continue to participate in cooperative funding agreements for legal representation in the proceedings. Lander County will participate in meetings, workshops and other activities directly related to the licensing process as required. Lander County will interact with other AULGs during the course of licensing related activities undertaken by DOE.

Lander County will also retain technical services to support licensing activities. Such services will include technical experts in areas covered by the contentions filed by Lander

County. If necessary Lander County will also work with legal counsel to outline steps necessary for program suspension and or termination.

Activity 6: Program Suspension Activities

Due to potential changes in the direction of the spent nuclear fuel waste disposal. Lander County will identify steps required to suspend certain oversight program activities. Such steps will potentially address the following areas, among others:

- GIS maintenance and system operations
- Maintaining and properly archiving materials including legal materials associated with the NRC license.
- Requirements for LSN long-term maintenance
- Licensing related legal activities.
- Financial status report
- Website operations and other public information materials
- Complete impact assessment activities currently underway.
- Prepare lesson learned study and history of the Yucca Mountain Project.
- Develop a plan for long-term waste disposal monitoring activities.
- File and data transfer of all information.

Preliminary Budget
For FY 2013-14
Yucca Mountain Oversight and Impact Assessment Activities
Lander County
(Preliminary Estimate Only)

	FY 2013-2014
1. Program Management and Administration	**$ 50,000**
Austin and Battle Mountain Offices	
General Program Management	
2. Program & Scientific Oversight Activities	**$ 45,000**
Implementation of BRC Recommendations	
NWTRB Activities	
State of Nevada-Commission on Nuclear Projects	
Intergovernmental Coordination	
Licensing Activity	
Status Reports	
ECA participation	
3. Public Information	**$ 5,000**
3-News Releases	
4. Impact Assessment Activities	
Community Survey ($10,000 to Schools)	$20,000
Baseline Report	$15,000
GIS Updates	$10,000
5. Project Close-Out Activities	**$ 20,000**
Financial Documentation and Reports	
Program Reports and Documentation	
Transfer/Duplicate all Files	
GIS Archive	
Archive and store program Information	
Lessons Learned Report	
6. NRC Licensing proceedings/Related Activity	**$100,000**
(Dependent on upcoming court decision & Congressional Actions)***	
Equipment Purchases	**$ 10,000**
New Computer	
Recommendations GIS	

***Includes remaining unallocated and unencumbered funds. Lander County reserves the right to reallocate the budget among the various categories of allowable activities. The County may maintain a rollover reserve for a period of at least 9 months due to delays in the appropriations process and delays associated with work plan approvals. The preliminary budget is Lander County's best estimate of planned future expenditures tied to planned activities. Preliminary estimates are subject to change and substantial modification.**

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 13

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding proposal of Ordinance No. LC 2013-02, an ordinance amending Chapters 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Lander County Assessor's Office instead of the Lander County Community Development Department; and other related matters.

Public comment.

Background:
Proposed Ordinance No. LC 2013-02, an ordinance amending Chapters 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Lander County Assessor's Office instead of the Lander County Community Development Department is presented for Commission consideration.

Should the Commission agree to this ordinance, they would need to propose it and set it for a public hearing pursuant to the provisions of Nevada Revised Statutes (NRS) 244.100.

Recommended Action:

NOTICE OF ORDINANCE PROPOSAL
ORDINANCE NO. LC 2013-02

SUMMARY: An ordinance amending chapter 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Lander County Assessor's Office instead of the Lander County Community Development Department.

TITLE: AN ORDINANCE AMENDING CHAPTER 5.04, 5.06 AND 5.24 OF THE LANDER COUNTY CODE TO OBTAIN BUSINESS LICENSES FROM THE LANDER COUNTY ASSESSOR'S OFFICE INSTEAD OF THE LANDER COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.

The Public Hearing for the adoption of the ordinance will be held on Thursday, November 21, 2013 at 9:10 a.m. at the Commission Chambers of the Lander County Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada. All persons are invited to attend and be heard.

Copies of the ordinance are available for public inspection in the office of the Lander County Clerk, Lander County Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada.

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

Publish: November 6, 2013
PLEASE PUBLISH IN A TWO COLUMN BOX WITH BORDER.

NOTICE OF PASSAGE OF ORDINANCE
ORDINANCE NO. LC 2013-02

TITLE: An ordinance amending chapter 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Lander County Assessor's Office instead of the Lander County Community Development Department.

Vote of the Board of Lander County Commissioners:

Ayes: Commissioners Dean Bullock, Brian Garner, David Mason & Patsy Waits

Nays: None

Absent: Steven Stienmetz

Copies of the ordinance are available for public inspection in the office of the Lander County Clerk, Lander County Courthouse, 315 S. Humboldt Street, Battle Mountain, Nevada.

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

Publish: October 30, 2013 and November 6, 2013
PLEASE PUBLISH IN A TWO COLUMN BOX WITH BORDER.

Ordinance Number: LC-2013-02

Summary: An ordinance amending Chapters 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Lander County Assessor's Office instead of the Lander County Community Development Department; and other related matters.

AN ORDINANCE AMENDING CHAPTER 5.04, 5.06 AND 5.24 OF THE LANDER COUNTY CODE TO OBTAIN BUSINESS LICENSES FROM THE LANDER COUNTY ASSESSOR'S OFFICE INSTEAD OF THE LANDER COUNTY COMMUNITY DEVELOPMENT DEPARTMENT; AND OTHER RELATED MATTERS

THE BOARD OF COUNTY COMMISSIONERS OF LANDER COUNTY, NEVADA, DOES ORDAIN:

SECTION 1: Amendments. The Lander County Code Chapters 5.04, 5.06 and 5.24 are amended in the following manner:

5.04.020 License—Application—Condition.

Any person, firm, association or corporation desiring to conduct, operate, carry on, maintain, transact or pursue any business, trade or profession as hereinafter enumerated, set forth, or provided for under this chapter shall, upon proper application to the ~~community development department of the county~~ ***Lander County Assessor's Office***, be issued a license for such particular business, trade, or profession under the following conditions and regulations . . . .

5.04.050 License--Posting.

All licenses issued under this chapter shall be posted in a conspicuous place where such trade, business or profession is carried on or conducted and shall be made available to inspection by all authorized county or town officials, whose duty it shall be to report to the ~~community development department of the county~~ ***Lander County Assessor's Office***, any and all trades, businesses or professions found to be operating without a license in violation of this chapter.

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#13

5.04.060 License--Issuance.

All licenses issued under this chapter shall be prepared and issued by the ~~community development department of the county~~ ***Lander County Assessor's Office***, and shall be issued and accounted for as follows . . .

B. Prior to the issuance of any such license, the applicant shall pay the fee therefor, in full, to the ~~community development department~~ ***Lander County Assessor's Office***, which shall issue a receipt in duplicate. One copy of the receipt shall be given by the ~~community development department~~ ***Lander County Assessor's Office*** to the Treasurer.

C. At the first regular meeting of the board of county commissioners of each quarter, the ~~community development department~~ ***Lander County Assessor's Office*** shall submit a detailed report to include the number of licenses issued by the ~~community development department~~ ***Lander County Assessor's Office*** and the sum of it deposited for such licenses during the previous month, and the fund into which such moneys were deposited . . . .

Chapter 5.06

TEMPORARY BUSINESS LICENSES

5.06.010 Temporary business licenses--Authorized.
5.06.020 ~~Community development department~~ *Lander County Assessor's Office* authorized to issue temporary business licenses . . .

5.06.010 Temporary business licenses--Authorized.

A. As an alternative to licensing pursuant to Chapter 5.04 of this code, businesses ~~which~~ ***that*** operate at special events within the county may obtain a temporary business license valid for not more than five days of business in any calendar year . . . .

5.06.020 ~~Community development department~~ *Lander County Assessor's Office* authorized to issue temporary business licenses.

A. The ~~community development department of the county~~ ***Lander County Assessor's Office*** is authorized to issue and administer temporary business licenses. Persons aggrieved by decisions of the ~~community development department~~ ***Lander County Assessor's Office*** in connection with temporary business licenses may appeal to the board of county

commissioners, and the appeal shall be heard at the next ensuing commission meeting following lawful notice of the hearing.

B. The ~~community development department of the county~~ *Lander County Assessor's Office* is authorized to establish application forms for temporary business licenses, and may require such disclosures on the part of the applicant as are reasonably necessary to protect the public safety, health and welfare . . . .

5.06.030 Separate licenses required for separate entities.

When events such as a carnival seek to be licensed to do business in the county, each entity separately owned or operated, such as rides, games, midway attractions, food booths, alcoholic beverage booths, shall obtain a separate temporary business license. Businesses dispensing alcoholic beverages or operating any games ~~which~~ *that* must be licensed as gaming by the State of Nevada must comply separately with all county ordinances and regulations and state laws and regulations governing alcoholic beverages and gaming. A temporary business license alone does not authorize such sales or gaming.

5.24.010 Peddler permit and license required.

It is unlawful for any person to engage in the business of peddler within the limits of the county without first obtaining a permit and license ~~therefor as provided by this chapter~~ *from the Lander County Assessor's Office*.

SECTION 2: **Reenactments**. All other provisions of Lander County Code Chapter 5.04, 5.06 and 5.24 are reenacted without change.

Proposed on the _____ day of _____ 2013.

Proposed by Lander County Commissioner: _____

Passed and adopted this _____ day of _____ 2013.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

Votes: Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____

Not Voting: Commissioners _____

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____
DEAN BULLOCK, Chair

Attest:

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

This ordinance shall be in force and effect on the _____ day of _____ 2013.

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

Gmail by Google

Passage of Ordinance

Molly Gonzalez <mgonzalez.lcclerk@gmail.com> Mon, Oct 28, 2013 at 9:45 AM
To: legals@winnemuccapublishing.net

Please find attached a Notice for Passage of Ordinance. Please publish in the Battle Mountain Bugle for 2 weeks, October 30, 2013 and November 6, 2013.

Thank you,
Molly Gonzalez

ORDINANCE LC2013-02.doc
24K

Kara Dossey <k.dossey@winnemuccapublishing.net> Mon, Oct 28, 2013 at 10:20 AM
To: Molly Gonzalez <mgonzalez.lcclerk@gmail.com>

Molly,
I received your request and will start on it.
Thank you, Kara

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[Quoted text hidden]

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 14

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the offer of employment to Joy Sweeney for the position of Human Resource Director, and other matters properly related thereto.

Public comment.

Background:
The offer of employment to Joy Sweeney for the position of Human Resource Director is presented for Commission consideration.

Recommended Action:

Lander County
Board of Commissioners
Dean Bullock, Chair
Steven Stienmetz, Vice-Chair
Brian Garner, Member
David Mason, Member
Patsy A. Waits, Member

October 24, 2013

Joy Sweeney
c/o Lander County Administrator's Office
825 North 2nd Street
Battle Mountain, Nevada 89820

Dear Ms. Sweeney:

Lander County is pleased to extend to you an offer of full-time employment with Lander County as the Human Resource Director that began on October 10, 2013. You will serve at the pleasure of the Lander County Board of Commissioners.

Your salary will be $68,000.00 per year and you will be an at-will employee. Your compensation will be at the rate of $2,615.39 earned and paid on a bi-weekly basis.

Your acceptance of employment means that you agree to perform the duties of your job as outlined in the enclosed job description. You will also be subject to, and abide by all Lander County policies and procedures pertaining to your position as they currently exist and as may be amended in the future.

This offer of employment is also contingent upon your providing us with documents that verify your identity and citizenship, as required by the Immigration Reform and Control Act of 1986. Enclosed is a list of the various documents that you may provide to meet this legal requirement. Please bring the appropriate documents with you on your first day of employment. In addition, this offer is contingent upon receiving satisfactory background checks.

A pre-placement physical examination, including a substance abuse screening, will be required to confirm your ability to perform the duties of the position and is a precondition of employment. The Human Resources Office will contact you for the schedule of this physical examination and the payroll process.

/////

/////

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

#14

Please indicate your acceptance by signing and returning the enclosed copy of this letter to the undersigned.

Sincerely,

Dean Bullock, Chairman
Lander County Board of Commissioners

READ, UNDERSTOOD, AND ACCEPTED.

Joy Sweeney _____ Date _____

/encl.

cc: Office of the Human Resource Director's Employee File

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 15

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding ratification of the job descriptions for: a) the Executive Director; b) the Finance Director; and, c) the Community Services Officer, and other matters properly related thereto.

Public comment.

Background:
Updated job descriptions for the Executive Director position, the Finance Director position and the Community Services Officer position are presented for Commission consideration and ratification.

Recommended Action:

EXECUTIVE DIRECTOR

JOB TITLE: **Executive Director**

DEPARTMENT: **Administration/All**

REPORTS TO: **Lander County Board of Commissioners**

JOB SUMMARY: The Executive Director is appointed by the Lander County Board of Commissioners, will be a legal resident of Lander County, and is solely accountable to the Lander County Board of Commissioners acting as a whole. The Executive Director is responsible for leading and directing the day to day operations of the Lander County Administrative offices and other properties/operations under the auspices of the Lander County Board of Commissioners.

QUALIFICATIONS: Bachelor's Degree in Public Administration or related field or an equivalent combination of education and experience.

ESSENTIAL DUTIES AND RESPONSIBILITIES

INTERNAL OPERATIONS:

The Executive Director shall:

1) Act as the "duly authorized representative" of the Lander County Board of Commissioners in the management of Lander County Administration and all County operations/services;
2) Be given all the necessary authority and latitude to appropriately carry out the policies of the Lander County Board of Commissioners;
3) Be responsible and accountable for the administration of Lander County activities and administrative departments;
4) Be responsible for implementing established policies in the operation of Lander County and for developing and implementing new and appropriate policies in response to new and/or revised statutes and regulations;
5) Be responsible for providing adequate information to the Lander County Board of Commissioners regarding Lander County operations and federal, state and local developments that may affect these operations;

6) Act as liaison between the Lander County Board of Commissioners, administrative staff, employees, consultants, other organizations, vendors, and the community;
7) Coordinate and attend all Lander County Board of Commissioners meetings and all appropriate meetings of the Lander County Advisory Boards, in an ex-officio manner;
8) Act as spokesperson and contact person on all matters of business and policy;
9) Supervise all staff, either directly or through Executive Director appointed Managers/Supervisors;
10) Oversee and administer all staff employment and discipline, either directly or through Managers/Supervisors, and shall have ultimate responsibility in the termination process of exempt employees;
11) Negotiate all contracts, to include exempt employee job offers, to be presented to the Lander County Board of Commissioners for approval;
12) Be responsible to fill all staff positions with the most qualified personnel;
13) Work with staff to provide effective and efficient County services;

STAFF DEVELOPMENT

The Executive Director shall:

1) Assist staff in identifying methods for improving performance and effectiveness;
2) Promote and oversee staff educational training programs/opportunities;
3) Develop and maintain competitive compensations, benefits, and incentives which will foster retention;
4) Supervise, oversee and evaluate exempt staff performances;
5) Assure compliance with all state and federal employment regulations;

FINANCIAL OPERATIONS

The Executive Director shall:

1) Be responsible and accountable for the financial management of Lander County with the assistance of the County Finance Director;
2) Develop and oversee the annual budget with active participation and accountability of elected officials, department managers, and others as appropriate.
3) Maintain compliance with the Department of Taxation, auditing standards and recommendations;
4) Aggressively seek and secure appropriate grant opportunities and other available sources of funding and support;

5) In conjunction with the Lander County Board of Commissioners, coordinate, implement and monitor strategic financial plans;
6) Monitor accuracy and reliability of financial information, and direct corrective action as may be required;
7) Coordinate an annual outside audit of the financial operations and keep the Lander County Board of Commissioners well informed of financial activities, results, and needs;
8) Comply with all pertinent regulatory agencies as they relate to the financial operations;
9) Submit timely and thorough financial reports to the Lander County Board of Commissioners.

LEADERSHIP AND STRATEGIC DEVELOPMENT

The Executive Director shall:

1) Serve as liaison and channel of communications between Lander County Board of Commissioners, the administrative staff and County employees.
2) Recommend, plan, organize and implement the goals and objectives of Lander County and other facilities/services;
3) Delegate through the routine assignment of administrative responsibilities.
4) Perform all leadership tasks and activities in a compliant, ethical, and professional manner;
5) Represent Lander County in associations, affiliations, and lobbying efforts;
6) Act decisively on issues which have no policy, but which require immediate action;
7) Promote teambuilding among Administrative Staff and Lander County Board of Commissioners to accomplish the mission, vision and goals of Lander County;
8) Observe and act appropriately to any changes that may affect the operations and citizens of Lander County;
9) Provide assertive leadership to the staff members, the Lander County Board of Commissioners and citizens of Lander County;
10) Analyze the need for a feasibility of new business opportunities as may be appropriate for Lander County and other operations/services;
11) Make well prepared recommendations to the Lander County Board of Commissioners concerning strategic business developments;
12) Develop and administer marketing efforts on behalf of Lander County and other operations/services of Lander County.
13) Be responsible of overseeing the Lander County Airports and will be the direct contact for the Federal Aviation Administration and Lander County's Airport Engineering consultant.

14) Serves as direct individual responsible for review and response to all "Bill Draft Request" during the legislative sessions.

BOARD RELATIONS

The Executive Director shall:

1) Serve in an ex-officio capacity on the Lander County Board of Commissioners;
2) Be responsible to the Lander County Board of Commissioners acting as a whole;
3) Work within the governance parameters established by the Lander County Board of Commissioners
4) Make recommendations to the Lander County Board of Commissioners concerning the governance process;
5) Inform and advise the Lander County Board of Commissioners on all issues affecting performance and outcome;
6) Facilitate and participate in the Lander County Board of Commissioners educational and training programs;

COMMUNITY RELATIONS

The Executive Director shall:

1) Work with community entities, organizations, boards and other agencies to promote understanding and support of Lander County;
2) Participate in local organizations and efforts as appropriate;
3) Address public concerns openly and in a professional manner;
4) Develop good relations with the local newspaper and reporters from surrounding areas;
5) At all times, act in the best interests of Lander County and the Lander County Board of Commissioners.

RECAP OF ALL OF THE ABOVE

1) Internal Operations
2) Staff Development
3) Financial Operations
4) Board Relations
5) Community Relations

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 are encouraged to discuss potential accommodations with the employer.

It is to be fully understood, that the Executive Director will serve under the direct supervision of the Board of Lander County Commission, and under all and every situation the Board will have final approval.

A copy of this job description was received by _____

this _____ day of _____, 20_____.

Signed:_____

LANDER COUNTY
Job description
FINANCE DIRECTOR
Finance Department

Grade:	NA
Classification:	Department Head
Position:	Full Time
Probationary status:	NA / At Will Employee
Position Status:	FLSA Exempt
	Not covered by Collective Bargaining Agreement

PURPOSE AND DESCRIPTION

Serves as Chief Financial Officer and County Comptroller under the Nevada Revised Statutes 251.170; performs the duties of the County Auditor under Chapter 251 of the Nevada Revised Statutes and other applicable state laws and County ordinances; manages the Finance Department to include general ledger accounting, accounts payable , payroll, fixed asset accounting, preparation for independent audit, internal and external financial reporting, risk management, data processing, network administration, internal auditing, billing, budget preparation and monitoring and special reports; performs other work as assigned.

SUPERVISION RECEIVED

Works under the direction of the Executive Director.

SUPERVISION EXERCISED

Provides general direction to the Accountant and immediate direction to the Accounting Specialist 2.

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

1. In conjunction with the Executive Director, develops budget instructions and policies, revenue estimates, and departmental budget targets to guide departments in budget preparation; drafts reports and recommendations to the Board of County Commissioners regarding budgets and actual revenues and expenditures; supervises and participates in the preparation and filing of annual budget, revenue and expenditure reports to the Nevada Department of Taxation.

2. Reconciles real and personal property taxes and their apportionment and certifies tax rates.

3. Reviews monthly cost reports by fund to insure compliance with approved budget; researches material variances between budgeted and actual expenditures; recommends to the Executive Director and Board of County Commissioners the necessary budget augmentations and fund transfers.

4. Audits Expenditures Report by reviewing cash balance of each fund and randomly checks invoices and checks for approval by the Board of County Commissioners and to insure compliance with governmental accounting.

5. Audits payroll by randomly examining timesheets and supporting documents to insure proper payment of wages and salaries.

6. Semi-annual audits cash transactions in all departments to insure compliance with County policies and procedures.

7. Gathers information and prepares schedule for the financial audit by independent accountants.

8. Coordinates the Lander County Loss Control Committee and serves as liaison for the County insurance programs, analyzes insurance coverage, special events coverage and reviews contracts for adequacy of insurance requirements.

9. Directs and participates in the physical inspection of structures, mobile equipment and office equipment to insure accuracy of the fixed asset records.

10. Provides advice and consultation to the Convention and Tourism Board, Water and Sewer District II, Kingston Town Board and other autonomous units of government in Lander County to assigned program areas.

11. Drafts and updates a) accounts payable, b) payroll, c) purchasing and d) risk management/loss control policies and procedures for review by the Executive Director to meet program goals and objectives, explains to management and employees how these policies and procedures are applied to insure consistency in the implementation.

12. Prepares departmental budget for review by the Executive Director; monitors and approves expenditures to assure compliance with the approved budget and accounts for variances between projected and actual expenditures; approves department timesheet.

13. Hires, trains, supervises and evaluates performance of employees, recommends salary adjustments as needed, investigates and resolves complaints and concerns regarding department services. Drafts and updates job descriptions.

14. Makes written and oral presentation regarding finance programs; represents the department and the County with other government agencies and meetings with public, as requested.

DESIRED QUALIFICATIONS

Education and Experience

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

Graduation from high school or equivalent with at least 10 years responsible experience in accounting, auditing, budget and/or purchasing, and two years in a supervisory capacity. Possession of a CPA license, MBA, MPA, or GFOA certification is highly desirable.

Necessary Knowledge, Skills and Abilities

Knowledge of principles of budget preparation and administration; methods and equipment used in data processing; laws and regulations which pertain to governmental accounting and budgeting, current methods, practices and techniques of accounting, financial record keeping, and budgeting; principles and methods of risk management, insurance procurement, and claims processing; employee management and supervision practices; and office management practices.

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

Post Job Offer Physical Examination: A post job offer physical examination, including drug screen, is required.

Special Requirements: Valid Nevada driver's license or ability to obtain one.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and spreadsheet software and email, calculator, copy machine, fax machine, telephone.

PHYSICAL DEMANDS

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

Duties require sufficient mobility to use standard office equipment including calculator, computer and telephone and sufficient vision to read detailed narrative documentation, computer printouts and other material related to work requirements. Strength and stamina to sit at a desk for extended periods, perform occasional light lifting (up to 15 pounds), reaching, squatting and bending; and endure long periods of standing.

In this position you must be able to control emotions, keep strict confidentiality and treat the public with courtesy and respect.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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

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 are encouraged to discuss potential accommodations with the employer.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.
Lander County is an equal opportunity employer.
Lander County is a drug free work place.

A copy of this job description was received by _____

this _____ day of _____, 20_____.

Signed: _____

LANDER COUNTY
Job Description
COMMUNITY SERVICES OFFICER
Community Development Department

Grade: N/A
Classification: Community Services Officer
Position: Full Time
Probationary Status: None, At Will Employee
Position Status: FLSA Exempt
Not Covered by Collective Bargaining Agreement

PURPOSE AND DESCRIPTION
Researches, analyzes, and prepares various technical reports for the planning function and Planning Commission. Assists in the planning and development of economic development and revitalization programs and projects. Serves as Program Administrator for the Yucca Mountain Oversight Program. Position will also perform responsibilities as needed in all functions controlled by the Building Official, including but not limited to building maintenance, building inspection, and special projects as assigned by the Executive Director.

SUPERVISION RECEIVED
Works under the direction of the Executive Director.

SUPERVISION EXERCISED
None.

EXAMPLES OF DUTIES: The duties listed below are examples of the work typically assigned/performed by employees in this class. An employee may be assigned all duties and may be assigned duties that are not listed below.

1. Reviews rezoning, conditional use permits, variance, and other planning related applications.
2. Reviews planning issue maps for technical correction.
3. Researches existing parcel maps for planning information.
4. Assists in the development of zone changes, reversion to acreages, boundary line adjustments, road abandonments, easements, development agreements, and other pertinent documentation.
5. Researches and responds to zoning violations.
6. Coordinates and attends Planning Commission meetings and coordinates the efforts of the Planning Commission with other departments.
7. Prepares reports and recommendations to the Community Development Director for Planning Commission, Board of County Commissioners and economic development/revitalization meetings.
8. Works with County and other surveyors in the creation of mylars.
9. Assists in the development of County ordinances regarding planning issues.

10. Assists in the planning and development of Economic Development programs.
11. Assists in the planning and development of revitalization projects.
12. Assists in the development of planning policies and procedures.
13. Serves as Lander County liaison and responsible individual for the Community Development Block Grant (CDBG) program.
14. Reviews correspondescorrespondence regarding Yucca Mountain.
15. Provides direction to County staff and contractors working under the Yucca Mountain Oversight Program.
16. Provides periodic updates to the Board of County Commissioners regarding the Yucca Mountain Oversight Program.
17. Attends Repository related meetings.
18. Helps coordinate public information efforts regarding Yucca Mountain.
19. Oversees the Yucca Mountain-Lander County website development and update.
20. Assists with the development of Geographic Information System (GIS).
21. Develops work plans and prepares budget recommendations regarding the Yucca Mountain Oversight Program.
22. Manages the Yucca Mountain public library/information.
23. Responsible for taking and providing written documentation (minutes) of all Safety Meetings.
24. Coordinates and oversees the Austin Janitor.

DESIRED QUALIFICATIONS

Education and Experience

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:

Major course work in planning, land use, or economic/community development; or

High school graduation or equivalent plus two years work experience in planning and/or economic/community development.

Necessary Knowledge, Skills and Abilities

Knowledge of (i) planning, economic/community development and building department policies and procedures; (ii) planning and land use techniques; (iii) research, preparation, and report writing, (iv) the functions of various governmental agencies; and (v) general computer systems and applications.

Ability to (i) understand, interpret and apply rules, regulations and ordinances; (ii) gather and analyze a variety of data and prepare appropriate reports; (iii) communicate orally and in writing; (iv) independently carry out an assortment of special and on-going projects; (v) work efficiently under pressure of deadlines, conflicting demands, and emergencies; (vi) work effectively with County staff, members of elective and appointive bodies and members of the general public; (vii) make well-informed and timely decisions; (viii) design streamlined policies and procedures and

consistently and fairly implement the approved policies and procedures; and (ix) pursue further education, training and certification.

Post Job Offer Physical Examination:
A post job offer physical examination, including drug screen, is required.

License(s)/Certificate(s):
Possession of a Valid Nevada driver's license; ICBO Certification as required by NRS chapter 278 and established by Lander County or the ability to obtain within two years of employment.

TOOLS AND EQUIPMENT USED
Personal computer, including word processing and spreadsheet software and email, calculator, copy machine, fax machine, telephone, digital camera and various building inspection tools.

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

Strength, stamina and dexterity for lifting heavy objects, walking, bending, stooping, climbing, reaching, standing and sitting at a desk for extended periods; vision to identify materials and read measuring devices, detailed narrative documentation, computer printouts and other materials related to work requirements; sufficient mobility to use standard office equipment including calculator, computer and telephone; must be alert at all times for emergency situations, both physical and mental. Ability to climb into and out of, and work in confined spaces.

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 are encouraged to discuss potential accommodations with the employer.

WORKING ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Generally clean work environment with limited exposure to conditions of dust, fumes, odors, and noise; periodic contact with angry and upset individuals; frequent interruptions of planned work and activities by telephone calls, office visitors and response to unplanned events. Work is inside with thermo-controlled heating and air conditioning. Occasional exposure to outdoors with exposure to elements of the weather while performing the responsibilities of the Community Services Officer.

Date Approved/Amended:

Nothing in this job description creates any contractual relationship between Lander County and Applicant/Employee.
Lander County is an equal opportunity employer.
Lander County is a drug free work place.

A copy of this job description was received by _____

this _____ day of _____, 20_____.

Signed: _____

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 16

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding the labeling and use of all County vehicles and other matters properly related thereto.

Public comment.

Background:

Labeling and use of all County vehicles is presented for Commission consideration and discussion.

Commissioner Bullock requested this item and will provide additional information to the Commission concerning the matter.

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 17

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding approval of the proposed Request For Statements of Qualifications ("RFQ")/Statement of Qualifications ("SOQ") Advertisement and Professional Services Contract to be utilized by the Lander County Engineer for various County Infrastructure and Facility Projects that require the use of consulting firms, and other matters properly related thereto.

Public comment.

Background:

Recommended Action:

AGENDA REQUEST FORM

COMMISSIONER MEETING DATE: 10-24-2013

NAME: Mark Brethauer REPRESENTING: _____

ADDRESS: _____

PHONE (H):_____ (W): _____ (FAX): _____

WHICH NUMBER SHOULD WE CALL DURING NORMAL BUSINESS HOURS: _____

WHO WILL BE ATTENDING THE MEETING: Mark Brethauer, P.E.

JOB TITLE: Engineer

SPECIFIC REQUEST TO BE PLACED ON THE AGENDA: Review and approval by the Commissioners for use of the proposed RFQ/SOQ advertisement and Professional Services contract to be utilized by the County for various infrastructure and facility projects that require the use of a consulting firm.

BACKGROUND INFORMATION: The District Attorney has reviewed and updated these documents for possible use by the county in order to maintain multiple contracts for extended period of time and for compliance as per NRS 625.530 so that we can retain a qualified firm for the engineering services that will be required on this, as well as any future projects where the cost of the engineering exceeds $35,000.00.

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

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

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

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

ALL BACKUP MATERIAL MUST BE PROVIDED WITH AGENDA REQUEST – NOT AT THE MEETING.
IS ALL THE BACKUP MATERIAL ATTACHED TO THIS AGENDA REQUEST? **YES X** **N/A** ___

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** **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.

_____ DATE: _____

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

#17

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ENGINEERING, PLANNING, CONSTRUCTION MANAGEMENT, ARCHITECUTRE, TRANSPORTATION PLANNING, GEOTECHNICAL ENGINEERING SERVICES, MATERIALS TESTING SERVICES, AND LANDSCAPE ARCHITECT SERVICES

THIS IS NOT AN ORDER

ADVERTISED SOQ # 000000
RELEASE DATE: 00/00/0000

Lander County invites consulting firms to submit Statement of Qualifications ("SOQ's") for professional services contracts for various infrastructure and facility projects that are programmed over the next few years. Projects may include but are not limited to street rehabilitation, storm drainage, parks, facility remodels and new construction, sanitary sewer and water line rehabilitation, lift station rehabilitation, well drilling and development, water and sewer master planning and others. Proposals shall be submitted in accordance with the Documents and Requirements as set forth in the formal Request for Statements of Qualifications ("RFQ's").

SOQ's shall be submitted to the **LANDER COUNTY ENGINEER**, 825 N. Second Street, Battle Mountain, Nevada 89820, by no later than 3:00 p.m. on _____ day of _____ 2013.

RECOMMENDATION FOR AWARD will be made by Lander County based on the evaluation results of the Technical Review and Selection Committee. The County Technical Review and Selection Committee may narrow the field to three or four short-listed consultants and may conduct oral interviews. Once the Committee right has short-listed the firms, the results will be posted on Lander County's web site at http://landercountynv.org/

FINAL SELECTION will be made by the County Engineer for Lander County.

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR ENGINEERING, PLANNING, CONSTRUCTION MANAGEMENT, ARCHITECUTRE, TRANSPORTATION PLANNING, GEOTECHNICAL ENGINEERING SERVICES, MATERIALS TESTING SERVICES, AND LANDSCAPE ARCHITECT SERVICES

1.0 INTRODUCTION:

1.1 Lander County continually has needs for consulting services relating to its transportation system, wastewater collection and treatment systems, water collection and distribution systems, facility construction and upgrades, park facility improvements and storm drainage facilities. The purpose of this request is to establish a ranked list of consultants interested in providing engineering and consultant services for Lander County. All firms will be ranked for each service category listed below. The list will be utilized for an eighteen month period, or longer, starting in the month of _____ 2013. The Agreement that will result from this "Request for Statements of Qualifications" will include what is indicated in Section 4 of this SOQ.

1.2 A County Technical Review and Selection Committee will evaluate the SOQ's submitted.

1.3 During evaluation, the County Technical Review and Selection Committee reserves the right, where it may serve the County's best interest, to request additional information or clarification from the Consulting Firm, or to allow corrections of errors or omissions. Oral interviews may be conducted by the County Technical Review and Selection Committee for the Consultants who submit a SOQ and were short listed.

1.4 Submission of a SOQ indicates acceptance by the Consulting Firm of the conditions contained in this Request for Statements of Qualifications, unless clearly and specifically noted in the SOQ submitted and confirmed in the resultant contract between Lander County and the selected Firm.

1.5 The use of the term "firm" refers to Consultant Firms with certified personnel, doing business in the United States and duly registered in the State of Nevada with a valid and active State of Nevada business license after selection of the firm. With this type of project, Lander County may accept one, or more, firms teaming up for joint venture with a Nevada-based firm to prepare the required service but Lander County will recognize such a consortium as a single entity only with one juridical personality.

1.6 There is no expressed or implied intent or obligation for Lander County to reimburse responding firms for any expenses incurred in preparing proposals, as well as, travel expenses during interviews in response to this Request for Statements of Qualifications.

1.7 Lander County shall reserve the right to terminate any resultant agreement from this solicitation and subsequent action for cause but not limited to inadequacy of performance.

2.0 LANDER COUNTY CONTACT PERSON:

2.1 Until the receipt and opening of SOQ's, the firm's principal contact with Lander County will be listed below. All questions are to be submitted in writing via email or facsimile. Potential firms will receive copies of all questions and answers except for questions that are considered proprietary. Questions that are considered proprietary by the County will only be answered directly to the firm who asked the question. Questions will only be received through 12:00 p.m. on the _____ day of _____ 2013.

Lander County Engineer
825 N. Second Street
Battle Mountain, Nevada 89820
Phone: 775-635-8625
Fax: 775-635-5332

2.2 All contacts regarding the SOQ should be with the above-named only. Firms contacting other County staff, County officials, members of the Lander County Board of Commissioners, will be subject to disqualification.

3.0 BACKGROUND INFORMATION:

3.1 Lander County has various infrastructure and facility projects that are programmed over several years. Projects may include street rehabilitation, storm drainage, parks, facility remodels and new construction, sanitary sewer rehabilitation, lift station rehabilitation, water system infrastructure, and others.

4.0 PURPOSE:

4.1 The purpose of this request is to establish a ranked list of consultants interested in providing engineering and consultant services for Lander County. All firms will be reviewed for each service category listed below. The list will be utilized for eighteen (18) months or longer after award.

5.0 SOQ REQUIREMENTS:

5.1 Submission of SOQ:

5.1.1 Three (3) copies of the SOQ shall be submitted with the first page being the category form located at the end of this document. All pages shall be 8.5" x 11" and a minimum font size of 10. The Proposal must be received on or before the date and time set for receipt of SOQ. **No fee schedule shall be included, otherwise the proposal will be disqualified. The Intent is for each firm to submit 3 copies of one binder which includes all categories they are submitting. Sections 5.1.2.1 through 5.1.2.3 do not need to be repeated for each category.**

5.1.2 SOQ's shall contain the following information:

5.1.2.1 Consultant Data Form (1 page)

5.1.2.2 Firm Introduction (3 pages maximum)

5.1.2.3 Brief resumes of the pertinent in-house staff members and project experience (5 pages maximum)

5.1.2.4 Category specific information – Please provide the following information for each category your firm wishes to be ranked (5 pages maximum for each category)

a. List of personnel anticipated to participate in this category of work;
b. Office location where a majority of work will be performed;
c. List of relevant specialized equipment owned by the firm (if applicable);
d. List of sub-consultants to be used (if applicable); and
e. Examples of relevant projects performed in the category. Each example should include the general project description, construction cost, consultant fee, owner representative name and phone number, key project personnel employed by your firm. Be sure to clearly define the role your firm had in the project.

5.1.2.5 Service Categories

Lander County will use the submitted SOQ's to generate a short list of qualified consultants for each of the following categories:

☐ Traffic Engineering
☐ Transit Planning
☐ Transportation Planning (including travel demand modeling)
☐ Street Rehabilitation and Design
☐ Storm Water Quality Management and Watershed Management
☐ Flood Control – including Hydrology, Hydraulics, Geomorphology
☐ Environmental Control – Pretreatment
☐ Wastewater Treatment, Water Reclamation
☐ Sanitary Sewer Collection Design
☐ Environmental – Lead, asbestos survey and appraisal
☐ Landscape Architecture
☐ Structural Engineering (including pedestrian bridge design experience)
☐ Electrical Engineering
☐ Mechanical Engineering
☐ Construction Management and Inspection Services
☐ Geotechnical Engineering – including slope stability
☐ Materials Testing
☐ Constructability Review
☐ Architecture
☐ Land Surveying
☐ Pavement Management

5.1.2.6 Firms shall send their completed SOQ's to the following person at the address indicated below. Further, they should indicate the SOQ number and Firm

Name on the outside of the sealed Proposal Package to:

Lander County Engineer
825 North Second Street
Battle Mountain, Nevada 89820

6.0 EVALUATION OF PROPOSALS:

6.1 SOQ's submitted will be evaluated by the Lander County Review & Selection Committee.

6.2 The Committee may call for oral interviews. The County reserves the right to retain all SOQ's submitted and use any idea in a SOQ regardless of whether or not said SOQ is selected.

6.3 The following categories will be evaluated in the selection process:

- Qualifications of Firm to provide service.
- Professional qualifications of individuals to be assigned to project.
- Demonstrated experience in such project as identified.
- Quality of services proposed and comprehensiveness of such projects.
- Ability to provide services within the identified reasonable time frames.
- Suitability of proposed approach.
- Meaningful utilization of technical experts.
- Project Manager must have key relevant experience for this project and demonstrate ability to manage the consultant team.

7.0 RIGHT TO REJECT SOQ'S:

7.1 Submission of SOQ's indicates acceptance by the Consulting Firm of the conditions contained in this SOQ unless clearly and specifically noted in the SOQ submitted and confirmed in the subsequent contract between Lander County and the Consulting Firm selected.

7.2 Lander County reserves the right to reject any and/or all proposals and to award the contract to the firm the County deems most qualified and whose award of the contract will accrue to the best interests of the County.

7.3 Late SOQ's will not be accepted. Prospective firms are held responsible that

their proposals are delivered to the County Engineer on or before the designated time and date.

8.0 WITHDRAWAL OF SOQ'S:

8.1 Requests to withdraw SOQ's received after the time and date set for opening and acknowledging SOQ's, will not be considered.

9.0 CONTRACT TERMINATION:

9.1 Lander County reserves the right to terminate the agreement if the Consultant does not perform as required by the terms of the agreement. Reasons for termination may include, but not are not limited, to the following:

9.1.1 Failure to provide sufficient personnel as identified in the SOQ.

9.1.2 Failure to provide the principal Team as submitted.

9.1.3 Substitution of the Team or other identified personnel without prior approval of Lander County.

10.0 ATTACHMENTS:

Consultant Data Form

REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR
LANDER COUNTY, NEVADA

CONSULTANT DATA FORM

FIRM NAME:_____ PHONE:_____

PRIMARY
CONTACT:_____ EMAIL

ADDRESS:_____ ADDRESS: _____

CITY:_____

STATE/ZIP/CODE:_____

- o **Traffic Engineering**
- o **Transit Planning**
- o **Transportation Planning (including travel demand modeling)**
- o **Street Rehabilitation and Design**
- o **Storm Water Quality Management and Watershed Management**
- o **Flood Control – including Hydrology, Hydraulics, Geomorphology**
- o **Environmental Control – Pretreatment**
- o **Wastewater Treatment, Water Reclamation**
- o **Sanitary Sewer Collection Design**
- o **Environmental – Lead, asbestos survey and appraisal**
- o **Landscape Architecture**
- o **Structural Engineering**
- o **Electrical Engineering**
- o **Mechanical Engineering**
- o **Construction Management and Inspection Services**
- o **Geotechnical Engineering – including slope stability**
- o **Materials Testing**
- o **Constructability Review**
- o **Architecture**
- o **Land Surveying**
- o **Pavement Management**

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No.
Title:

This Contract is made by and between **LANDER COUNTY**, a political subdivision of the State of Nevada, hereinafter referred to as **"LANDER COUNTY"** and _____, hereinafter referred to as the **"CONSULTANT"**.

1.0 **CONTRACT TERM:**

This Contract shall be effective from the _____ day of _____ 2013 to the _____ day of _____ 2014, unless sooner terminated by either party in accordance with its terms.

2.0 **CONSIDERATION:**

2.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4.0 Scope of Work** and **LANDER COUNTY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a maximum amount not to exceed _____ dollars ($0.00).

2.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials, labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

2.3 **LANDER COUNTY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

2.4 Payment by **LANDER COUNTY** for the **SERVICES** rendered by **CONSULTANT** shall be due within sixty (60) calendar days from the date **LANDER COUNTY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by the **LANDER COUNTY** employee designated on the sample invoice, whichever is the latter date.

2.5 **LANDER COUNTY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

2.6 The continuation of this Contract beyond the effective date is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the **LANDER COUNTY** Commissioners.

3.0 **NOTICE:**

3.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.2 Notice to **CONSULTANT** shall be addressed to:

CONSULTANT
Address
Address
Phone: 000-000-0000 / Fax: 000-000-0000

3.3 Notice to **LANDER COUNTY** shall be addressed to:

LANDER COUNTY ENGINEER
825 N. Second Street
Battle Mountain, Nevada 89820
Phone: 775-635-8625 / Fax: 775-635-5332

4.0 **SCOPE OF WORK:**

4.1 **CONSULTANT** shall provide and perform the following **SERVICES** set forth in Exhibit A attached hereto and incorporated herein by reference for and on behalf of **LANDER COUNTY** hereinafter referred to as the "**SERVICES.**"

4.2 **CONSULTANT** represents that it is duly licensed in all necessary jurisdictions including state and county to perform the **SERVICES.**

4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES.**

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such **SERVICES** in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **LANDER COUNTY.**

4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of **SERVICES** by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **LANDER COUNTY** for accepting such **SERVICES.**

4.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 **Special Terms and Conditions for Engineers, Architects, and Land Surveyors**:

4.7.1 Use of **CONSULTANT'S** Drawings, Specifications & Other Documents:

4.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

4.7.1.2 **LANDER COUNTY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **LANDER COUNTY** or others without expressed permission of **CONSULTANT**.

4.7.2 **Cost Accounting and Audits**:

4.7.2.1 If required by **LANDER COUNTY, CONSULTANT** agrees to make available to **LANDER COUNTY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **LANDER COUNTY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the **SERVICES** performed under this Contract

4.8 **LANDER COUNTY'S** responsibilities:

4.8.1 **LANDER COUNTY** shall make available to **CONSULTANT** all technical data that is in **LANDER COUNTY'S** possession, reasonably required by **CONSULTANT** relating to the **SERVICES**.

4.8.2 **LANDER COUNTY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the **SERVICES**.

4.8.3 **LANDER COUNTY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **LANDER COUNTY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT**.

4.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **LANDER COUNTY** and approval of **SERVICES** shall not forfeit the right of **LANDER COUNTY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **LANDER COUNTY**.

5.0 **TIMELINESS OF BILLING SUBMISSION:**

The parties agree that timeliness of billing is of the essence to this Contract and recognize that **LANDER COUNTY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **LANDER COUNTY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **LANDER COUNTY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

6.0 **CONTRACT TERMINATION:**

6.1 **Termination Without Cause**:

6.1.1 This Contract may be terminated by either party without cause by giving the other party thirty (30) days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

6.2 **Cause Termination for Default or Breach**:

6.2.1 A default or breach may be declared with or without termination.

6.2.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.2.3 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.2.4 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or **SERVICES** required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.2.5 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.2.6 If **LANDER COUNTY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

6.2.7 If it is found by **LANDER COUNTY** that any quid pro quo or gratuities in the form of money, **SERVICES**, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **LANDER COUNTY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.2.8 If it is found by **LANDER COUNTY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3 **Time to Correct**:

6.3.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 3 Notice, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 **Winding Up Affairs Upon Termination**:

6.4.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.4.2 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.4.3 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **LANDER COUNTY**;

6.4.4 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **LANDER COUNTY**;

6.4.5 **CONSULTANT** shall preserve, protect, and promptly deliver into **LANDER COUNTY'S** possession all proprietary information in accordance with Section 22 County Ownership of Proprietary Information.

7.0 REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs, in all proceedings. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **LANDER COUNTY** may set off consideration against any unpaid obligation of **CONSULTANT** to **LANDER COUNTY**.

8.0 LIMITED LIABILITY:

LANDER COUNTY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **LANDER COUNTY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

9.0 **FORCE MAJEURE:**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10.0 **INDEMNIFICATION:**

CONSULTANT shall defend, indemnify and hold harmless **LANDER COUNTY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.0 **INDEPENDENT CONTRACTOR:**

11.1 An independent contractor is a natural person, firm or corporation who agrees to perform **SERVICES** for a fixed price according to his/her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the **SERVICES** are accomplished.

11.2 It is mutually agreed that **CONSULTANT** is associated with **LANDER COUNTY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted **SERVICES** pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **LANDER COUNTY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

11.4 **CONSULTANT** shall indemnify and hold **LANDER COUNTY** harmless from, and defend **LANDER COUNTY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **LANDER COUNTY**.

12.0 **INSURANCE REQUIREMENTS:**

12.1 **CONSULTANT**, as an independent contractor and not an employee of **LANDER COUNTY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **LANDER COUNTY** shall have no liability except as specifically provided in this Contract.

12.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **LANDER COUNTY**, and (2) **LANDER COUNTY** has approved the insurance policies provided by **CONSULTANT**.

12.3 Prior approval of the insurance policies by **LANDER COUNTY** shall be a condition precedent to any payment of consideration under this Contract and **LANDER COUNTY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **LANDER COUNTY** to timely approve shall not constitute a waiver of the condition.

12.4 **Insurance Coverage:**

12.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **LANDER COUNTY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

12.4.2 Final acceptance by **LANDER COUNTY** of the completion of this Contract; or

12.4.3 Such time as the insurance is no longer required by **LANDER COUNTY** under the terms of this Contract.

12.4.4 Any insurance or self-insurance available to **LANDER COUNTY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **LANDER COUNTY**, **CONSULTANT** shall provide **LANDER COUNTY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **LANDER COUNTY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.5 General Requirements:

12.5.1 **Certificate Holder**: Each liability insurance policy shall list **LANDER COUNTY**, 315 South Humboldt Street, Battle Mountain, Nevada 89820 as a certificate holder.

12.5.2 **Additional Insured**: By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The County of Lander, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

12.5.3 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

12.5.4 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

12.5.5 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **LANDER COUNTY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by **LANDER COUNTY**.

12.5.6 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to **LANDER COUNTY**, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to **LANDER COUNTY**, 315 S. Humboldt Street, Battle Mountain, NV 89820, as a certificate holder.

12.5.7 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as AA+ or better.

12.5.8 **Evidence of Insurance**: Prior to commencement of work, **CONSULTANT** must provide the following documents to **LANDER COUNTY**, 315 South Humboldt Street, Battle Mountain, Nevada 89820 as a certificate holder:

12.5.8.1 **Certificate of Insurance**: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to **LANDER COUNTY** to evidence the insurance policies and coverages required of **CONSULTANT**.

12.5.8.2 **Additional Insured Endorsement**: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to **LANDER COUNTY** to evidence the endorsement of **LANDER COUNTY** as an additional insured per Subsection 12.5.2.

12.5.8.3 **Schedule of Underlying Insurance Policies**: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

12.5.9 **Review and Approval**: Documents specified above must be submitted for review and approval by **LANDER COUNTY** prior to the commencement of work by **CONSULTANT**. Neither approval by **LANDER COUNTY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or

agents to **LANDER COUNTY** or others, and shall be in addition to and not in lieu of any other remedy available to **LANDER COUNTY** under this Contract or otherwise. **LANDER COUNTY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.0 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Minimum Limits required:

Two Million Dollars ($2,000,000.00) - General Aggregate

Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate

One Million Dollars ($1,000,000.00) - Each Occurrence

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14.0 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Minimum Limit required:

One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage.

Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.0 **PROFESSIONAL LIABILITY INSURANCE:**

Minimum Limit required: One Million Dollars ($1,000,000.00)

Retroactive date: Prior to commencement of the performance of this Contract

Discovery period: Three (3) years after termination date of this Contract.

A certified copy of this policy may be required.

16.0 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

CONSULTANT shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

CONSULTANT may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONSULTANT** is a sole proprietor; that **CONSULTANT** will not use the **SERVICES** of any employees in the performance of this Contract; that **CONSULTANT** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONSULTANT** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17.0 **BUSINESS LICENSE:**

CONSULTANT shall not commence work before **CONSULTANT** has provided a copy of his State of Nevada business license to **LANDER COUNTY.**

CONSULTANT shall retain an active and valid State of Nevada business license throughout the entire contract term.

18.0 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or **SERVICES** of this Contract. **CONSULTANT** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONSULTANT** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONSULTANT** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **LANDER COUNTY** may set-off against consideration due against any delinquent government obligation.

19.0 **WAIVER OF BREACH:**

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20.0 **SEVERABILITY:**

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21.0 **ASSIGNMENT/DELEGATION:**

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to

payment by **LANDER COUNTY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **LANDER COUNTY**.

22.0 **COUNTY OWNERSHIP OF PROPRIETARY INFORMATION:**

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **LANDER COUNTY** and all such materials shall be delivered into **LANDER COUNTY'S** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **LANDER COUNTY**. Notwithstanding the foregoing, **LANDER COUNTY** shall have no proprietary interest in any materials licensed for use by **LANDER COUNTY** that are subject to patent, trademark or copyright protection.

22.2 **LANDER COUNTY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **LANDER COUNTY**, or others without expressed permission of **CONSULTANT**.

23.0 **PUBLIC RECORDS:**

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **LANDER COUNTY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **LANDER COUNTY** for honoring such a designation. The failure to so label any document that is released by **LANDER COUNTY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24.0 **CONFIDENTIALITY:**

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

25.0 **FEDERAL FUNDING:**

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26.0 **LOBBYING:**

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

27.0 **GENERAL WARRANTY:**

CONSULTANT warrants that all **SERVICES**, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28.0 **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by **LANDER COUNTY** and only for the period of time

specified in this Contract. Any **SERVICES** performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONSULTANT**.

29.0 **GOVERNING LAW; JURISDICTION:**

Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.

30.0 **ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by **LANDER COUNTY**. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: _____ Date: _____

DEAN BULLOCK, Chair

Attest:

_____

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

CONSULTANT

FIRM NAME:

STATE OF NEVADA BUSINESS LICENSE #:

By: _____ Date: _____

SIGNATURE OF CONSULTANT

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Line Item #	Description	Unit Cost	Units Completed	Total $$
			Total for this invoice	

Original Contract Sum $ _____
Less amount previously billed $ _____
= contract sum prior to this invoice $ _____
Less this invoice $ _____
=Dollars remaining on Contract $ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

EXHIBIT A: SERVICES

DOC # 0269305
11/06/2013 10:12 AM
Official Record
Recording requested By
LANDER COUNTY
Lander County - NV
Idonna Trevino - Recorder
Fee.
RPTT:
Page 1 of 19
Recorded By: MS
Book- 652 Page- 0510
0269305

RECORDING REQUESTED BY:

LANDER COUNTY CLERK'S OFFICE

315 S. HUMBOLDT STREET

BATTLE MOUNTAIN, NEVADA 89820

PROFESSIONAL SERVICES AGREEMENT

PRELIMINARY EVALUATION AND DESIGN OF MT. VIEW GOLF COURSE

BETWEEN LANDER COUNTY AND DAY ENGINEERING

TITLE OF DOCUMENT

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

This cover page must be typed or printed.

PROFESSIONAL SERVICES AGREEMENT RELATED TO CONSTRUCTION PROJECTS (Architects, Engineers, and Land Surveyors)
Contract No. 1
Title: Preliminary Evaluation and Design of Mt. View Golf Course

This Contract is made by and between **LANDER COUNTY**, a political subdivision of the State of Nevada, hereinafter referred to as "**LANDER COUNTY**" and **Day Engineering**, hereinafter referred to as the "**CONSULTANT**".

1.0 **CONTRACT TERM:**

This Contract shall be effective from the 24 day of October 2013 to the 31 day of December 2013, unless sooner terminated by either party in accordance with its terms.

2.0 **CONSIDERATION:**

2.1 The parties agree that **CONSULTANT** will provide the **SERVICES** specified in **Section 4.0 Scope of Work** and **LANDER COUNTY** agrees to pay **CONSULTANT** the **CONTRACT SUM** based upon time and materials and the attached fee schedule for a maximum amount not to exceed Thirty-three thousand dollars ($33,000.00).

2.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials, labor, equipment, tools, and appliances, and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

2.3 **LANDER COUNTY** has provided a sample invoice and **CONSULTANT** shall submit its request for payment using said sample invoice.

2.4 Payment by **LANDER COUNTY** for the **SERVICES** rendered by **CONSULTANT** shall be due within sixty (60) calendar days from the date **LANDER COUNTY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by the **LANDER COUNTY** employee designated on the sample invoice, whichever is the latter date.

2.5 **LANDER COUNTY** does not agree to reimburse **CONSULTANT** for expenses unless otherwise specified.

2.6 The continuation of this Contract beyond the effective date is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the **LANDER COUNTY** Commissioners.

3.0 **NOTICE:**

3.1 All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.2 Notice to **CONSULTANT** shall be addressed to:

Day Engineering
5 East Park Street
Fallon, NV 89406
Phone: 775-423-9090 / Fax: 775-423-9090

3.3 Notice to **LANDER COUNTY** shall be addressed to:

LANDER COUNTY ENGINEER
825 N. Second Street
Battle Mountain, Nevada 89820
Phone: 775-635-8625 / Fax: 775-635-5332

4.0 SCOPE OF WORK:

4.1 **CONSULTANT** shall provide and perform the following **SERVICES** set forth in Exhibit A attached hereto and incorporated herein by reference for and on behalf of **LANDER COUNTY** hereinafter referred to as the "**SERVICES.**"

4.2 **CONSULTANT** represents that it is duly licensed in all necessary jurisdictions including state and county to perform the **SERVICES.**

4.3 **CONSULTANT** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES.**

4.4 **CONSULTANT** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONSULTANT** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such **SERVICES** in similar circumstances. **CONSULTANT** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONSULTANT** to **LANDER COUNTY.**

4.5 **CONSULTANT** represents that neither the execution of this Contract nor the rendering of **SERVICES** by **CONSULTANT** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONSULTANT** is a party or by which **CONSULTANT** is bound, or which would preclude **CONSULTANT** from performing the **SERVICES** required of **CONSULTANT** hereunder, or which would impose any liability or obligation upon **LANDER COUNTY** for accepting such **SERVICES.**

4.6 Before commencing with the performance of any work under this Contract, **CONSULTANT** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONSULTANT** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONSULTANT** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 Special Terms and Conditions for Engineers, Architects, and Land Surveyors:

4.7.1 Use of CONSULTANT'S Drawings, Specifications & Other Documents:

4.7.1.1 The drawings, specifications and other documents prepared by **CONSULTANT** for this Contract are instruments of **CONSULTANT'S** service for use solely with respect to this Contract and, unless otherwise provided, **CONSULTANT** shall be deemed the author of these documents and shall retain all common law statutory and other reserved rights, including the copyright.

4.7.1.2 **LANDER COUNTY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

4.7.1.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **LANDER COUNTY** or others without expressed permission of **CONSULTANT.**

4.7.2 **Cost Accounting and Audits:**

4.7.2.1 If required by **LANDER COUNTY, CONSULTANT** agrees to make available to **LANDER COUNTY** within two (2) years after the completion of the **SERVICES** under this Contract, such books, records, receipts, vouchers, or other data as may be deemed necessary by **LANDER COUNTY** to enable it to arrive at appropriate cost figures for the purpose of establishing depreciation rates for the various materials and other elements which may have been incorporated into the **SERVICES** performed under this Contract

4.8 **LANDER COUNTY'S** responsibilities:

4.8.1 **LANDER COUNTY** shall make available to **CONSULTANT** all technical data that is in **LANDER COUNTY'S** possession, reasonably required by **CONSULTANT** relating to the **SERVICES.**

4.8.2 **LANDER COUNTY** shall provide access to and make all provisions for **CONSULTANT** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONSULTANT** to perform the **SERVICES.**

4.8.3 **LANDER COUNTY** shall examine all reports, correspondence, and other documents presented by **CONSULTANT** upon request of **LANDER COUNTY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONSULTANT.**

4.8.4 It is expressly understood and agreed that all work done by **CONSULTANT** shall be subject to inspection and acceptance by **LANDER COUNTY** and approval of **SERVICES** shall not forfeit the right of **LANDER COUNTY** to require correction, and nothing contained herein shall relieve **CONSULTANT** of the responsibility of the **SERVICES** required under the terms of this Contract until all **SERVICES** have been completed and accepted by **LANDER COUNTY.**

5.0 TIMELINESS OF BILLING SUBMISSION:

The parties agree that timeliness of billing is of the essence to this Contract and recognize that **LANDER COUNTY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **LANDER COUNTY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONSULTANT** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **LANDER COUNTY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONSULTANT**.

6.0 CONTRACT TERMINATION:

6.1 **Termination Without Cause**:

6.1.1 This Contract may be terminated by either party without cause by giving the other party thirty (30) days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

6.2 **Cause Termination for Default or Breach**:

6.2.1 A default or breach may be declared with or without termination.

6.2.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

6.2.3 If **CONSULTANT** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or **SERVICES** called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

6.2.4 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONSULTANT** to provide the goods or **SERVICES** required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

6.2.5 If **CONSULTANT** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

6.2.6 If **LANDER COUNTY** materially breaches any material duty under this Contract and any such breach impairs **CONSULTANT'S** ability to perform; or

6.2.7 If it is found by **LANDER COUNTY** that any quid pro quo or gratuities in the form of money, **SERVICES**, entertainment, gifts, or otherwise were offered or given by **CONSULTANT**, or any agent or representative of **CONSULTANT**, to any officer or employee of **LANDER COUNTY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

6.2.8 If it is found by **LANDER COUNTY** that **CONSULTANT** has failed to disclose any material conflict of interest relative to the performance of this Contract.

6.3 **Time to Correct:**

6.3.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 3 Notice, and the subsequent failure of the defaulting party within five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

6.4 **Winding Up Affairs Upon Termination:**

6.4.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

6.4.2 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

6.4.3 **CONSULTANT** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **LANDER COUNTY**;

6.4.4 **CONSULTANT** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **LANDER COUNTY**;

6.4.5 **CONSULTANT** shall preserve, protect, and promptly deliver into **LANDER COUNTY'S** possession all proprietary information in accordance with Section 22 County Ownership of Proprietary Information.

7.0 REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs, in all proceedings. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **LANDER COUNTY** may set off consideration against any unpaid obligation of **CONSULTANT** to **LANDER COUNTY**.

8.0 LIMITED LIABILITY:

LANDER COUNTY will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **LANDER COUNTY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONSULTANT**, for the fiscal year budget in existence at the time of the breach. **CONSULTANT'S** tort liability shall not be limited.

9.0 **FORCE MAJEURE:**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

10.0 **INDEMNIFICATION:**

CONSULTANT shall defend, indemnify and hold harmless **LANDER COUNTY**, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including without limitation, reasonable attorneys' fees, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the **CONSULTANT** or the employees or agents of the **CONSULTANT** in the performance of the contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.0 **INDEPENDENT CONTRACTOR:**

11.1 An independent contractor is a natural person, firm or corporation who agrees to perform **SERVICES** for a fixed price according to his/her or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the **SERVICES** are accomplished.

11.2 It is mutually agreed that **CONSULTANT** is associated with **LANDER COUNTY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted **SERVICES** pursuant to this Contract. **CONSULTANT** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

11.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **LANDER COUNTY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONSULTANT** or any other party.

11.4 **CONSULTANT** shall indemnify and hold **LANDER COUNTY** harmless from, and defend **LANDER COUNTY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONSULTANT'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

11.5 Neither **CONSULTANT** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **LANDER COUNTY**.

12.0 INSURANCE REQUIREMENTS:

12.1 **CONSULTANT**, as an independent contractor and not an employee of **LANDER COUNTY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **LANDER COUNTY** shall have no liability except as specifically provided in this Contract.

12.2 **CONSULTANT** shall not commence work before: (1) **CONSULTANT** has provided the required evidence of insurance to **LANDER COUNTY**, and (2) **LANDER COUNTY** has approved the insurance policies provided by **CONSULTANT**.

12.3 Prior approval of the insurance policies by **LANDER COUNTY** shall be a condition precedent to any payment of consideration under this Contract and **LANDER COUNTY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **LANDER COUNTY** to timely approve shall not constitute a waiver of the condition.

12.4 **Insurance Coverage:**

12.4.1 **CONSULTANT** shall, at **CONSULTANT'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **LANDER COUNTY**, the required insurance shall be in effect prior to the commencement of work by **CONSULTANT** and shall continue in force as appropriate until the latter of:

12.4.2 Final acceptance by **LANDER COUNTY** of the completion of this Contract; or

12.4.3 Such time as the insurance is no longer required by **LANDER COUNTY** under the terms of this Contract.

12.4.4 Any insurance or self-insurance available to **LANDER COUNTY** shall be in excess of and non-contributing with any insurance required from **CONSULTANT**. **CONSULTANT'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **LANDER COUNTY**, **CONSULTANT** shall provide **LANDER COUNTY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONSULTANT** has knowledge of any such failure, **CONSULTANT** shall immediately notify **LANDER COUNTY** and immediately replace such insurance or bond with an insurer meeting the requirements.

12.5 General Requirements:

12.5.1 **Certificate Holder**: Each liability insurance policy shall list **LANDER COUNTY**, 315 South Humboldt Street, Battle Mountain, Nevada 89820 as a certificate holder.

12.5.2 **Additional Insured**: By endorsement to the general liability insurance policy evidenced by **CONSULTANT**, The County of Lander, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

12.5.3 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

12.5.4 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

12.5.5 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONSULTANT** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **LANDER COUNTY**. Such approval shall not relieve **CONSULTANT** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by **LANDER COUNTY**.

12.5.6 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to **LANDER COUNTY**, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to **LANDER COUNTY**, 315 S. Humboldt Street, Battle Mountain, NV 89820, as a certificate holder.

12.5.7 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as AA+ or better.

12.5.8 **Evidence of Insurance**: Prior to commencement of work, **CONSULTANT** must provide the following documents to **LANDER COUNTY**, 315 South Humboldt Street, Battle Mountain, Nevada 89820 as a certificate holder:

12.5.8.1 **Certificate of Insurance**: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to **LANDER COUNTY** to evidence the insurance policies and coverage's required of **CONSULTANT**.

12.5.8.2 **Additional Insured Endorsement**: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to **LANDER COUNTY** to evidence the endorsement of **LANDER COUNTY** as an additional insured per Subsection 12.5.2.

12.5.8.3 **Schedule of Underlying Insurance Policies**: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

12.5.9 **Review and Approval**: Documents specified above must be submitted for review and approval by **LANDER COUNTY** prior to the commencement of work by **CONSULTANT**. Neither approval by **LANDER COUNTY** nor failure to disapprove the insurance furnished by **CONSULTANT** shall relieve **CONSULTANT** of **CONSULTANT'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONSULTANT** or its sub-contractors, employees or

agents to **LANDER COUNTY** or others, and shall be in addition to and not in lieu of any other remedy available to **LANDER COUNTY** under this Contract or otherwise. **LANDER COUNTY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.0 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

Minimum Limits required:

Two Million Dollars ($2,000,000.00) - General Aggregate

Two Million Dollars ($2,000,000.00) - Products & Completed Operations Aggregate

One Million Dollars ($1,000,000.00) - Each Occurrence

Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

14.0 **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

Minimum Limit required:

One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage.

Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

15.0 **PROFESSIONAL LIABILITY INSURANCE:**

Minimum Limit required: One Million Dollars ($1,000,000.00)

Retroactive date: Prior to commencement of the performance of this Contract

Discovery period: Three (3) years after termination date of this Contract.

A certified copy of this policy may be required.

16.0 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

CONSULTANT shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

CONSULTANT may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that CONSULTANT is a sole proprietor; that CONSULTANT will not use the SERVICES of any employees in the performance of this Contract; that CONSULTANT has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that CONSULTANT is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17.0 BUSINESS LICENSE:

CONSULTANT shall not commence work before CONSULTANT has provided a copy of his State of Nevada business license to LANDER COUNTY.

CONSULTANT shall retain an active and valid State of Nevada business license throughout the entire contract term.

18.0 COMPLIANCE WITH LEGAL OBLIGATIONS:

CONSULTANT shall procure and maintain for the duration of this Contract any state, county, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by CONSULTANT to provide the goods or SERVICES of this Contract. CONSULTANT will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of CONSULTANT in accordance with Nevada Revised Statutes 361.157 and 361.159. CONSULTANT agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. LANDER COUNTY may set-off against consideration due against any delinquent government obligation.

19.0 WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20.0 SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21.0 ASSIGNMENT/DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to

payment by **LANDER COUNTY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONSULTANT** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **LANDER COUNTY.**

22.0 **COUNTY OWNERSHIP OF PROPRIETARY INFORMATION:**

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONSULTANT** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **LANDER COUNTY** and all such materials shall be delivered into **LANDER COUNTY'S** possession by **CONSULTANT** upon completion, termination, or cancellation of this Contract. **CONSULTANT** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONSULTANT'S** obligations under this Contract without the prior written consent of **LANDER COUNTY**. Notwithstanding the foregoing, **LANDER COUNTY** shall have no proprietary interest in any materials licensed for use by **LANDER COUNTY** that are subject to patent, trademark or copyright protection.

22.2 **LANDER COUNTY** shall be permitted to retain copies, including reproducible copies, of **CONSULTANT'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.3 **CONSULTANT'S** drawings, specifications and other documents shall not be used by **LANDER COUNTY** or others without expressed permission of **CONSULTANT.**

23.0 **PUBLIC RECORDS:**

Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONSULTANT** may be open to public inspection and copying. **LANDER COUNTY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONSULTANT** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONSULTANT** thereby agrees to indemnify and defend **LANDER COUNTY** for honoring such a designation. The failure to so label any document that is released by **LANDER COUNTY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24.0 **CONFIDENTIALITY:**

CONSULTANT shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONSULTANT** to the extent that such information is confidential by law or otherwise required by this Contract.

25.0 **FEDERAL FUNDING:**

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONSULTANT** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONSULTANT** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONSULTANT** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26.0 **LOBBYING:**

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel, or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel, or board.

27.0 **GENERAL WARRANTY:**

CONSULTANT warrants that all **SERVICES**, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28.0 **PROPER AUTHORITY:**

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONSULTANT** acknowledges that this Contract is effective only after approval by **LANDER COUNTY** and only for the period of time

specified in this Contract. Any **SERVICES** performed by **CONSULTANT** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONSULTANT**.

29.0 **GOVERNING LAW; JURISDICTION:**

Governing Law: This Agreement shall be construed and governed by the laws of the State of Nevada. Any action arising from this Agreement must be filed in the Sixth Judicial District Court in and for the County of Lander.

30.0 **ENTIRE CONTRACT AND MODIFICATION:**

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by **LANDER COUNTY**. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

LANDER COUNTY

LANDER COUNTY BOARD OF COMMISSIONERS

By: Dean Bullock Date: 10/30/13

DEAN BULLOCK, Chair

Attest:

Sadie Sullivan

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

CONSULTANT

FIRM NAME: **Day Engineering**

STATE OF NEVADA BUSINESS LICENSE #: NV20101435769 expires 6·30·14
LANDER COUNTY BUSINESS LICENSE #: BL13544

By: Martin Ugalde Date: 10.30.13
SIGNATURE OF CONSULTANT

SAMPLE INVOICE

Invoice Number: _____
Invoice Date: _____
Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Line Item #	Description	Unit Cost	Units Completed	Total $$
			Total for this invoice	

Original Contract Sum $ _____
Less amount previously billed $ _____
= contract sum prior to this invoice $ _____
Less this invoice $ _____
=Dollars remaining on Contract $ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

EXHIBIT A: SERVICES (see attached)

DAY ENGINEERING

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

EXHIBIT A

October 22, 2013

LANDER COUNTY
315 South Humboldt Street
Battle Mountain, Nevada 89820

RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL
FOR PRELIMINARY EVALUATION AND DESIGN
OF THE MT. VIEW GOLF COURSE IMPROVEMENTS

Mr. Brethauer, P.E.;

Day Engineering is pleased to submit this professional engineering services proposal for preliminary evaluation and design for the referenced golf course improvements. The Scope of Work is delineated in the tasks below:

TASK 1 – GEOTECHNICAL INVESTIGATION **$5,000**

This task includes a subsurface investigation at the proposed location of the irrigation pumping station. A report of findings and recommendations for design including compaction requirements and soil bearing capacity will be provided. The irrigation pumping station will be comprised of cement masonry block with a concrete slab floor. Soils Engineering from Reno, Nevada will provide the geotechnical services.

TASK 2 – PRELIMINARY EVALUATION AND DESIGN **$28,000**

This task includes preliminary modifications to the existing "front 9" golf course layout including a preliminary design of a lake, irrigation piping and sprinkler system modifications and an irrigation pumping station. Design of the golf course, lake and irrigation system will be provided by sub-Consultants already familiar with the Mt. View Golf Course. Design of the block building, primary power and electrical power for the pumping station as well as HVAC equipment for climate control are not included in the preliminary design. The preliminary design includes development of conceptual layout of the changes to the golf course, modifications to the existing lake and preliminary design of the new lake, irrigation system modifications and floor plan for the irrigation pump station. Deliverables to the County would include preliminary plans and a construction cost estimate based on the preliminary design. The deliverables mentioned herein will be provided to the county within 60 days of contractual authorization to proceed via contract.

A breakdown of the individual contributions from the different design disciplines are as follows:

• Golf Course Design by Dave Ginkel Design	$12,000
• Lake (Water Feature) Design by Waterscapers	$ 3,000
• Irrigation System Design by Russell Mitchel and Assoc.	$ 5,000
• Civil Engineering by Day Engineering	$ 8,000
TOTAL	$ 28,000

The professional engineering services fee of $33,000 is a lump sum fee. Payment of services is due upon receipt of invoices.

Day Engineering appreciates the opportunity to provide this proposal for your review. 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

cc: Jacob Edgar – Lander County Public Works
Nathan Robertson – Day Engineering
Stephanie Colorado – Day Engineering
Dean Day, P.E. – Principal, Day Engineering

C:\@DayEngineering\Lander\Battle Mtn\Golf Course\docs\REVISED Phase 1 Golf Course Proposal.docx

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 18

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding review of the Day Engineering Professional Engineering Services Proposal for the Mountain View Golf Course Improvements Project, previously approved on October 10, 2013, and other matters properly related thereto.

Public comment.

Background:
The Day Engineering Professional Engineering Services Proposal for the Mountain View Golf Course Improvements Project, previously approved on October 10, 2013, is presented for Commission consideration and review.

Recommended Action:

DAY ENGINEERING

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

October 22, 2013

LANDER COUNTY
315 South Humboldt Street
Battle Mountain, Nevada 89820

RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR PRELIMINARY EVALUATION AND DESIGN OF THE MT. VIEW GOLF COURSE IMPROVEMENTS

Mr. Brethauer, P.E.;

Day Engineering is pleased to submit this professional engineering services proposal for preliminary evaluation and design for the referenced golf course improvements. The Scope of Work is delineated in the tasks below:

TASK 1 – GEOTECHNICAL INVESTIGATION **$5,000**

This task includes a subsurface investigation at the proposed location of the irrigation pumping station. A report of findings and recommendations for design including compaction requirements and soil bearing capacity will be provided. The irrigation pumping station will be comprised of cement masonry block with a concrete slab floor. Soils Engineering from Reno, Nevada will provide the geotechnical services.

TASK 2 – PRELIMINARY EVALUATION AND DESIGN **$28,000**

This task includes preliminary modifications to the existing "front 9" golf course layout including a preliminary design of a lake, irrigation piping and sprinkler system modifications and an irrigation pumping station. Design of the golf course, lake and irrigation system will be provided by sub-Consultants already familiar with the Mt. View Golf Course. Design of the block building, primary power and electrical power for the pumping station as well as HVAC equipment for climate control are not included in the preliminary design. The preliminary design includes development of conceptual layout of the changes to the golf course, modifications to the existing lake and preliminary design of the new lake, irrigation system modifications and floor plan for the irrigation pump station. Deliverables to the County would include preliminary plans and a construction cost estimate based on the preliminary design. A breakdown of the individual contributions from the different design disciplines are as follows:

• Golf Course Design by Dave Ginkel Design	$12,000
• Lake (Water Feature) Design by Waterscapers	$ 3,000
• Irrigation System Design by Russell Mitchel and Assoc.	$ 5,000
• Civil Engineering by Day Engineering	$ 8,000
TOTAL	$ 28,000

The professional engineering services fee of $33,000 is a lump sum fee. Payment of services is due upon receipt of invoices.

#18

Day Engineering appreciates the opportunity to provide this proposal for your review. 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

cc: Jacob Edgar – Lander County Public Works
Nathan Robertson – Day Engineering
Stephanie Colorado – Day Engineering
Dean Day, P.E. – Principal, Day Engineering

C:\@DayEngineering\Lander\Battle Mtn\Golf Course\docs\REVISED Phase 1 Golf Course Proposal.docx

DAY ENGINEERING

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

October 4, 2013

LANDER COUNTY PUBLIC WORKS
550 West Second Street
Battle Mountain, Nevada 89820

RE: PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR THE MT. VIEW GOLF COURSE IMPROVEMENTS

Mr. Jacob Edgar;

Pursuant with your request, Day Engineering is pleased to submit the following professional engineering services proposal to provide design, bid assistance and construction administration services for the referenced golf course improvements including the addition of 9 new holes (back 9) and modifications to the existing 9 holes (front 9). Modifications to the existing 9 holes include modifications to the layout of some holes and subsequent modifications to the existing irrigation system. The new 9 holes will include a lake (water feature) and a package irrigation pumping station and building. The Scope of Work is delineated in the tasks below:

TASK 1 – GEOTECHNICAL INVESTIGATION **$10,500**

This task includes a subsurface investigation at the proposed location of the irrigation pumping station. A report of findings and recommendations for design including compaction requirements and soil bearing capacity will be provided. The irrigation pumping station will be comprised of cement masonry block with a concrete slab floor. Soils Engineering from Reno, Nevada will provide the geotechnical services.

TASK 2 – DESIGN **$120,000**

This task includes modifications to the 9-hole golf course layout including a lake, irrigation piping and sprinkler system modifications and an irrigation pumping station. Design of the golf course, lake and irrigation system will be provided by sub-Consultants already familiar with the Mt. View Golf Course. Design of the block building will include primary power and electrical power for the pumping station as well as HVAC equipment for climate control. The design includes development of Plans and Specifications for bidding purposes. A 75-percent design product will be provided to Lander County for review and comment prior to completion of the design in preparation of bidding. A breakdown of the individual contributions from the different design disciplines are as follows:

• Golf Course Design by Dave Ginkel Design	$52,555
• Lake (Water Feature) Design by Waterscapers	$10,695
• Irrigation System Design by Russell Mitchel and Assoc.	$10,925
• Structural Design by Hartman Structural Engineering	$14,375
• Electrical Design by Jensen Engineering	$7,130
• Mechanical Design by Dinter Engineering	$8,625
• Civil Engineering by Day Engineering	$15,695
TOTAL	$120,000

TASK 3 – BID SOLICITATION **$8,500**

Day Engineering will assist the county 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 specifications reproduction costs are included in this task. Day Engineering will also review bids and present a recommendation for award to the county based on the bid results.

The golf course design consultant, irrigation design consultant, lake design consultant, structural, electrical and mechanical design consultants will assist in addressing contractor questions during the bid process as necessary. Day Engineering will conduct a pre-bid meeting in Battle Mountain with the county to review the project with perspective bidders, reproduce the Plans and Specifications and develop addendums with the assistance of the other consultants input.

TASK 4 – CONSTRUCTION ADMINISTRATION **$66,000**

Construction administration includes site inspections of the major components of the project during construction including construction of the golf course, the lake, the irrigation system and the pumping station. Inspections will be performed on a routine basis depending on the construction schedule. In addition to inspection, compaction tests under the floor slab and footings and concrete and mortar strength testing will be performed. Testing costs are included in this task.

Monthly meetings will be conducted to maintain construction schedules and Contractor questions related to field issues will be managed by Day Engineering and the sub-Consultants. Pay requests will be processed by Day Engineering prior to recommendation to Lander County for approval and payment. As built drawings will be developed by all consultants involved and included in one package and provided to Lander County pending completion and final acceptance by the county.

Inspections will be performed by the various consultants during construction and the various consultants will also assist in reviewing pay requests and change orders. All pay request and change orders as well as project progress meeting and project summaries will be developed by Day Engineering. A breakdown of the individual contributions from the different design disciplines are as follows:

• Golf Course Inspection/CA by Dave Ginkel Design	$20,125
• Lake (Water Feature) Inspection by Waterscapers	$included in golf course
• Irrigation System Inspection/CA by Russell Mitchel and Assoc.*	$23,575
• Civil Engineering Inspection/CA by Day Engineering**	$22,300
TOTAL	$66,000

*Irrigation Construction Administration fee includes programming of irrigation system
**Electrical Construction Administration fee includes start-up. Building inspections by Day Engineering include geotech testing of sub-grade and concrete and block mortar.

The professional engineering services fee of $205,000 is a lump sum fee. 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

cc: Nathan Robertson – Day Engineering
Stephanie Colorado – Day Engineering
Dean Day, P.E. – Principal, Day Engineering

C:\@DayEngineering\Lander\Battle Mtn\Golf Course\docs\New Golf Course Proposal.docx

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 19

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to either: a) approve the Lander County Chair's signature on an immediate written notice to terminate the Employee Benefit Management Services Agreement between Benefit Intelligence Insurance Services, Inc. and Lander County, signed by Gene Etcheverry on June 24, 2009 ("Contract"); or, b) approve the Lander County Chair's signature on a ninety (90) day written notice to terminate the Contract on June 30, 2015, and other matters properly related thereto.

Public comment.

Background:

Recommended Action:

LANDER COUNTY

Rogene Hill < rhill@landercountynv.org>

(no subject)

1 message

John Carlson < johncarlson@benefit-intelligence.com> Thu, Sep 26, 2013 at 3:17 PM
To: Joy Sweeney <jsweeney@landercountynv.org>, Rogene Hill <rhill@landercountynv.org>, "Robinson, Soveida" <srobinson@landercountynv.org>

Hello Soveida, Rogene and Joy,

Hope you are doing well. Wanted to get you the insurance marketing and renewal timeline for 2014.

Believe it or not we start planning now for the upcoming renewal in July, 2014. Would like to have conf. call sometime in October just to go over everything that we do in this process and to also see if there is anything that we want to focus in on.

We send out RFPs to all insurance markets, including getting and negotiating the renewals with current carrier/providers. Its a process that you can be as involved in every step of the way as you would like to be. You can see all the things from the time line that go on. There is much that we are just doing with this behind the scene but there is also a lot that we will be asking you during the process. Its pretty simple when you break it down.

We go out to all the insurance markets that have good network coverage in the Lander County coverage area. You receive a full report of all the market findings and then we just discuss options. Most likely Anthem will provide us with another great renewal once we get through all the negotiations, but its important for fiduciary reasons to see what all the other insurance markets provide in quotes every year.

Hope you have a great evening. Look forward to talking soon.

John

"The success factor to your benefits"

John A. Carlson, MBA, CEBS
Executive VP/COO
Benefit Intelligence

Picture

(775)827-5550 - NV
(775)513-0866 Cell

#19

200 S. Virginia Street, 8th Floor
Reno, NV. 89501

(818)360-2479 - CA
(818)359-0887 Cell
(818)360-2494 fax

6303 Owensmouth Avenue
10th Floor
Woodland Hills, CA 91367

(888)361-2479 toll free
www.benefit-intelligence.com

PRIVILEGED AND CONFIDENTIAL: Communications sent from Benefit Intelligence, which contain sensitive information, will be sent via encrypted email. This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you're not the intended recipient, please notify the sender immediately by return email and delete this communication and destroy all copies.
Please consider the environment before printing this e-mail.

Lander 2014 Marketing Renewal timeline.pdf
55K

Lander County Nevada

Marketing and Implementation Timeline

Effective Date 7/1/14

Activity	Dates	Dec	Jan	Feb	March	April	May	June	July
	21-Nov								
Gather census, experience, and other information necessary for marketing	Dec/Jan								
Prepare Request for Proposal (RFP)	Jan								
Distribute RFP for self funded and fully insured program to insurance companies/carriers/TPAs	Jan								
Proposals due back from carriers, including current carriers	Feb/March								
Negotiations with carriers and prepare final marketing report	Ja/Feb/March/April/May								
Present final marketing report to Lander County	March/April								
Distribute plan information to employees	May								
Implementation	May/June								
Open enrollment meetings and period	May/June								
Effective date of the plan	1-Jul								

Note: For express use of Benefit Intelligence and intended clients. Not to be distributed to any other party. Trademark, copywright.

benefit intelligence
Insurance Services Inc

Cavanaugh-Bill LAW OFFICES
A LIMITED LIABILITY COMPANY

FYI

DRAFT

Via Certified U.S. Mail and Facsimile

(775) 635-5332

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

Re: *The Employee Benefit Management Services Agreement Between Lander County and Benefit Intelligence Insurance Services, Inc.*

Dear County Commissioners:

This office is counsel for John A. Carlson of Benefit Intelligence Insurance Services, Inc. with respect to the above Agreement. Please kindly direct all future communications regarding this Agreement, a copy of which is enclosed, to this Office.

It is our client's understanding and position that, pursuant to Paragraph 4, the Agreement is in effect and shall continue on until at least the next renewal date of June 30, 2015. Should you have any opinion to the contrary, please immediately advise our office. If we do not hear from you, we will expect that Lander County agrees with our client's position and intends to honor the Agreement.

Mr. Carlson sincerely appreciates the opportunity to be of service to Lander County. Please feel free to contact us should you have any questions or concerns regarding the subject matter of this letter.

Sincerely,

Julie Cavanaugh-Bill
Attorney & Counselor at Law

Enclosure

EMPLOYEE BENEFIT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of June, 2009 by and between LANDER COUNTY and BENEFIT INTELLIGENCE INSURANCE SERVICES, INC. (hereinafter referred to as "BENEFIT INTELLIGENCE") and it is hereto by both parties replaces any other such agreement

WHEREAS BENEFIT INTELLIGENCE has the necessary experience and is desirous of providing consulting services for LANDER COUNTY for the ongoing management of its Employee Benefit Plans

NOW THEREFORE in consideration of the premises and of the mutual promises contained herein the parties covenant and agree as follows

ENGAGEMENT. LANDER COUNTY hereby engages BENEFIT INTELLIGENCE as a consultant to provide ongoing benefit management services for the operation of the Employee Benefit Plans (collectively "Plans") and the supervision of the vendors selected by the LANDER COUNTY to support the operation of the Plans For the purpose of this Agreement, the term Employee Benefit Plans shall refer to and include all benefits sponsored by the LANDER COUNTY including, medical, life, disability, dental, vision, prescription medicines, medical reimbursement and dependent childcare and other related benefit programs which upon mutual agreement may be added from time to time BENEFIT INTELLIGENCE shall use reasonable efforts in performing its duties hereunder This Agreement is not intended to limit of BENEFIT INTELLIGENCE to perform other consulting services or undertake other business

EXTENT OF SERVICES During the term of this Agreement, BENEFIT INTELLIGENCE shall devote the time required to assist the management of LANDER COUNTY in the operation of the Plans and the supervision of the performance of the vendors selected by LANDER COUNTY. BENEFIT INTELLIGENCE will make available and provice as requested the following services to LANDER COUNTY:

- STRATEGIC MANAGEMENT
  - Strategic planning services
  - Merger and acquisition related benefit integration
  - Merger/acquisition due diligence Plan design/cost-sharing features/delivery systems
  - Review funding alternatives (self-funding, insured, minimum premium, etc.)
  - Funding and financing analysis and recommendations
  - Contribution analysis and benchmarking
  - Renewal assessments and recommendations
  - Vendor accounting assessment and recommendations
  - Objective settingTroubleshoot claims and benefit issues
  - Manage carriers performance
  - Troubleshoot on claim issues with carriers
  - Prepare carrier applications
  - Review contracts, SPDs and plan documents
  - Enrollment meeting support/coordination
  - Review enrollment and other administrative proceduresEstablish procedures with carriers
  - Monitor service and administration
  - COBRA administration review
  - Carrier and other vendors selection
- RENEWAL MANAGEMENT AND UNDERWRITING
  - Aggressive pricing negotiations

- Experience analysis
- Utilization analysis
- Trend calculation
- Renewal projections and forecasting
- Plan modeling and design analysis
- Solicitation and analysis of competitive proposals Market selection and review
- Develop request for proposal (RFP)
- Distribution of RFP and interface with carriers
- Proposal analysis and presentation
- Underwriting review of proposals and renewals
- Carrier evaluation
- Plan performance guarantees/measurement
- Benchmark analysis against national norms
- Carrier interviews with LANDER COUNTY

EXPERIENCE REPORTS (TO THE EXTENT SUCH REPORTS ARE AVAILABLE)

- Quarterly reports showing current trends, loss ratios, and enrollment patterns
- Quarterly accrual reports
- Year end trend analysis and cost projections

EMPLOYEE COMMUNICATIONS

- Review communication strategy
- Administer employee surveys
- Plan announcement letters
- Meeting support
- Open enrollment meetings and presentations
- Benefit brochures, booklets, or highlight sheets
- Payroll stuffers
- Benefit statement coordination

SECTION 125 SERVICES CONSULTING SERVICES

- Premium plan only (PPO)
- Medical reimbursement account.
- Dependent care reimbursement account.
- Review administrators
- Review and develop communication strategies and enrollment
- Review and preparation of SPDs and plan documents

ERISA COMPLIANCE SERVICES

- Legislative and compliance updates
- Form 5500 preparation – if necessary
- Summary Annual Report preparation ready for signature – if necessary
- Wrap-around summary plan description preparation
- Access to ERISA attorney
- HIPAA compliance analysis

EXECUTIVE BENEFITS

- Assessment of existing benefit plan for executives
- Recommendations based upon goals and objectives
- Executive medical reimbursement plans
- Estate planning

ADDITIONAL SERVICES AVAILABLE – NOT INCLUDED IN OUR PROPOSED FEES

- 401k Consulting & Services
- Compensation Studies
- Actuarial Services
- Retiree Cost Analysis
- Printing cost of communication materials and SPDs
- ERISA Attorney fees
- Cost for major employee communication projects
- Workers Compensation Services
- Property and Liability Insurance Services

BENEFIT INTELLIGENCE shall perform the duties in accordance with the highest ethical standards and in such manner so as to maintain the excellent reputation of the LANDER COUNTY. BENEFIT INTELLIGENCE shall not commit any act nor make any statement, which would be deleterious to the reputation and goodwill of the LANDER COUNTY. Without limiting the generality of the foregoing, BENEFIT INTELLIGENCE shall perform and assume the duties and responsibilities requested by the LANDER COUNTY to assist in the efficient and prudent management of the Plans. In the event professional services beyond the services described herein are requested by, or recommended to LANDER COUNTY, expenses associated with such services, such as legal fees, premium, or administration cost of the Plans, shall be the responsibility of the LANDER COUNTY, except that expenses associated with services recommended to LANDER COUNTY must be approved in writing by the LANDER COUNTY before any such expense is incurred.

CONSIDERATION. In consideration of the performance of services by BENEFIT INTELLIGENCE as broker of record for the Plans and pursuant to this Agreement, commencing on July 1, 2009 and continue uninterrupted through the term of this agreement, BENEFIT INTELLIGENCE will collect any/all brokerage commissions or allowances built into the Plans and paid by the insurance carriers and other providers in connection with the Plans.

TERM AND TERMINATION. The term of engagement of BENEFIT INTELLIGENCE under this Agreement shall commence on June 24th, 2009 and shall continue uninterrupted until June 30th, 2012. This Agreement shall automatically continue uninterrupted and renew for successive renewal periods of three (3) years, unless one of the parties gives written notice of termination ninety (90) calendar days prior to the expiration of term of this contract.

ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties with respect to consulting services for the ongoing management of the LANDER COUNTY's Plans. There are no representations or warranties, other oral or written, except those contained in this Agreement. This Agreement may be modified only by an agreement in writing signed by the parties hereto.

CONTROLLING LAW, JURISDICTION AND VENUE. This Agreement is to be governed by and construed in accordance with the laws of Nevada. Any action in law or suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of Washoe County, Nevada.

MODIFICATION. This Agreement may be waived, changed, amended, discharged or terminated only by an agreement in writing signed by the party against whom enforcement of any waiver, change, amendment, discharge or termination is sought.

NOTICES All notices, requests, demands and other communications shall be deemed to have been duly given on the day mailed if mailed, certified or registered mail, postage prepaid:

To BENEFIT INTELLIGENCE INSURANCE SERVICES, INC 200 S Virginia St. Floor 8th Reno, NV. 89501 Att: John A Carlson	Client LANDER COUNTY 315 South Humboldt Street Battle Mountain, NV 89820 Att: Gene Etcheverry

notice or to such other address as any party shall designate to the other in writing. The parties shall promptly advise each other of changes in addresses for such notices.

ATTORNEYS' FEES If any action shall be brought to recover any amount under this Agreement or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of prevailing party's costs, reasonable attorneys fees the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

INDEMNIFICATION The BENEFIT INTELLIGENCE hereby agrees to defend, indemnify and hold harmless the LANDER COUNTY and all of its departments, agencies, officers, agents, and/or employees from all claims losses suits damages, liabilities and expenses including attorneys fees, arising out of any negligent, reckless or intentional act error, omission, and/or mistake made by the BENEFIT INTELLIGENCE or any person employed by him or anyone for whose acts the Consultant is legally liable

To the extent permitted by law the LANDER COUNTY hereby agrees to defend, indemnify and hold harmless the BENEFIT INTELLIGENCE and all of its departments, agencies, officers, agents, and/or employees from all claims, losses suits, damages liabilities and expenses including attorneys fees, arising out of any negligent, reckless or intentional act, error omission, and/or mistake made by the LANDER COUNTY or any person employed by him or anyone for whose acts the Consultant is legally liable.

COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

SEVERABILITY If any portion of this Agreement shall be finally determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law and therefore, to be void the parties will cooperate to remedy or avoid the invalidity, but, in any event, will not upset the general balance of relationships created or intended to be created between them as manifested by this Agreement and the instruments referred to herein Except insofar as it would be an abuse of the foregoing principle, the validity of the remaining provisions hereof shall remain in full force and effect

INDEPENDENT CONSULTANT REPRESENTATION The parties agree that BENEFIT INTELLIGENCE relationship during the term of this agreement shall be that of an independent consultant for LANDER COUNTY

OWNERSHIP OF DOCUMENTS All documents, including but not limited to reports, estimates, investigations, and publications that are prepared in the performance of this agreement are to be and remain the property of the LANDER COUNTY Unless required by law, the LANDER COUNTY shall not disclose or re-use documents created by BENEFIT INTELLIGENCE for any purpose other than for use internally at LANDER COUNTY

ASSIGNMENT. This Agreement shall not be assignable except by the written consent of the parties hereto, and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assign of the parties hereto

NON-COLLUSION CLAUSE. Except for the compensation as stated in section 3 of this agreement or as amended when warranted, BENEFIT INTELLIGENCE warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or otherwise, and that no employee of the LANDER COUNTY has any interest, financially or otherwise, in BENEFIT INTELLIGENCE. For breach or violation of this warranty, LANDER COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the future contract price or consideration, the full amount of such commission, percentage, brokerage, contingent fee or any other fee.

STANDARD OF CARE. BENEFIT INTELLIGENCE will provide Services hereunder in accordance with the conditions and requirements of this agreement, and reflect the skill, knowledge and judgment required or reasonably expected of firms or persons performing comparable services.

INSURANCE. BENEFIT INTELLIGENCE shall purchase and maintain professional liability or errors and omissions insurance and commercial general liability insurance in amounts not less than $1,000,000. The policy shall contain a thirty (30) day notice of cancellation, and LANDER COUNTY shall be provided a certificate of insurance. LANDER COUNTY will also purchase and maintain professional liability or errors and omissions insurance and commercial general liability insurance in amounts not less that $1,000,000 for each policy. In addition, LANDER COUNTY will also purchase fiduciary liability insurance for the plan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective on the date indicated above

LANDER COUNTY
On this 24th day of June, 2009

Signed by: Gene Etcheverry
Executive Director
June 24th, 2009

BENEFIT INTELLIGENCE
INSURANCE SERVICES, INC.,
On this 24th day of June, 2009

Signed by: John A. Carlson
Executive Vice President
June 24th, 2009

BENEFIT INTELLIGENCE
Lander County Commissioners Meeting
October 24, 2013

* Benefit Intelligence has specialized in Nevada County and local government employee benefit programs for over 20 years.

* Since being selected by Lander County in 2009, Benefit Intelligence has maintained the employee benefit rates at below market.

* Prior to Benefit Intelligence, Lander County was delivered a 22% increase with no plan options. We were able to secure rates for similar in force benefits that were 5% over current rates in 2009.

* For every renewal since 2009 we have delivered final rates there were under 5% renewal. This is well below the market medical trend and renewal factors of 12-15%.

* No other insurance broker has been able to out perform the final rates that Benefit Intelligence is delivering. The best rate from Anthem that a competitive broker was able to obtain was 7% over current 2012 rates, while Benefit Intelligence was able to secure rates -3% under the current 2012 rates. This represented a difference of 10% in rates. (Our status as "Elite broker" with Anthem carries with it the ability to continue to negotiate top rates for our clients - see attached Anthem letter.)

* Benefit Intelligence looks forward to continuing to serve Lander County through the expiration of the current contract on July 1, 2015 and into the future. (See attached Marketing and Implementation Timeline.)

Anthem.
Health. Join In.
HEALTH | DENTAL | VISION | LIFE | DISABILITY

9133 W. Russell Road
Las Vegas, Nevada 89148
Phone 702-586-6100

October 9, 2013

Dear Lander County Commissioners;

We would like to inform you that your broker, John Carlson and Benefit Intelligence carries that status as an Elite broker with Anthem Blue Cross Blue Shield, which is our highest level of broker tiering.

He is also a member of our BAC (Broker Advisory Council) which is our top group of consultants that meet twice yearly to discuss the marketplace, improve our strategy and strengthen our relationships with our customers.

In addition to having full access to all our services and team of professionals, as an Elite broker, Benefit Intelligence has negotiated with Anthem proprietary rating and services for their groups. Benefit Intelligence will continue to be able to secure and negotiate rates based on his status with Anthem Blue Cross and Blue Shield.

Very truly yours,

Gabrielle Sansone
Director, Large Group Sales
Tel. (702) 586-6227

Lander County Nevada

Marketing and Implementation Timeline

Effective Date 7/1/14

Activity	Dates	Dec	Jan	Feb	March	April	May	June	July
	21-Nov								
Gather census, experience, and other information necessary for marketing	Dec/Jan								
Prepare Request for Proposal (RFP)	Jan								
Distribute RFP for self funded and fully insured program to insurance companies/carriers/TPAs	Jan								
Proposals due back from carriers, including current carriers	Feb/March								
Negotiations with carriers and prepare final marketing report	Ja/Feb/March/April/May								
Present final marketing report to Lander County	March/April								
Distribute plan information to employees	May								
Implementation	May/June								
Open enrollment meetings and period	May/June								
Effective date of the plan	1-Jul								

Note: For express use of Benefit Intelligence and intended clients. Not to be distributed to any other party. Trademark, copywright.

benefit intelligence
Insurance Services Inc.

Lander County
Board of Commissioners
Dean Bullock, Chair
Steven Stienmetz, Vice-Chair
Brian Garner, Member
David Mason, Member
Patsy A. Waits, Member

October 24, 2013

John A. Carlson
Benefit Intelligence Insurance Services, Inc.
200 South Virginia Street, 8th Floor
Reno, Nevada 89501

Dear Mr. Carlson:

This letter shall serve as Lander County's ninety (90) day written notice to terminate the Employee Benefit Management Services Agreement between Benefit Intelligence Insurance Services, Inc. and Lander County, signed by Gene Etcheverry on June 24, 2009. The Agreement shall terminate on June 30, 2015.

Sincerely,

Dean Bullock

Dean Bullock, Chairman
Lander County Board of Commissioners

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

Lander County
Board of Commissioners
Dean Bullock, Chair
Steven Stienmetz, Vice-Chair
Brian Garner, Member
David Mason, Member
Patsy A. Waits, Member

October 24, 2013

This Letter wasn't approve

John A. Carlson
Benefit Intelligence Insurance Services, Inc.
200 South Virginia Street, 8th Floor
Reno, Nevada 89501

Dear Mr. Carlson:

This letter shall serve as Lander County's written n
Benefit Management Services Agreement between
Services, Inc. and Lander County, signed by Gene E
Agreement shall terminate immediately.

Sincerely,

Dean Bullock, Chairman
Lander County Board of Commissioners

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

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 20

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding status of the Lander County Courthouse/Administration Building Project and other matters properly related thereto.

Public comment.

Background:
Nothing.

Recommended Action:
None.

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 21

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action to go into a closed meeting pursuant to Nevada Revised Statutes (NRS) 241.030, to review the position of the Lander County Engineer, to determine if the position should be continued, terminated or otherwise revised – discussion only with the only action being the motion to go into a closed session.

Public comment.

Background:

Recommended Action:

PROOF OF SERVICE PURSUANT TO NRS 241.033

I, JUANITA HOLWERDA, do hereby swear under the pains and penalties of perjury that I am over the age of eighteen (18), and I personally served a letter to Mark Brethauer dated October 3, 2013, a copy of which is attached hereto as Exhibit A.

DATED this 7th day of October 2013 at 9:15 A.m.

Juanita Holwerda
JUANITA HOLWERDA

#21

EXHIBIT A

Lander County
Board of Commissioners
Dean Bullock, Chair
Steven Stienmetz, Vice-Chair
Brian Garner, Member
David Mason, Member
Patsy A. Waits, Member

October 3, 2013

Mark Brethauer, County Engineer
Lander County Administrative Building
825 North 2nd Street
Battle Mountain, Nevada 89820

RE: Notice of Meeting of the Lander County Board of Commissioners to Review the Position of the Lander County Engineer to Determine if the Position Should be Continued, Terminated or Otherwise Revised

Dear Mr. Brethauer:

In connection with your position as the County Engineer for Lander County, the Lander County Board of Commissioners will conduct a review of the position of the Lander County Engineer at its meeting on October 24, 2013, to determine if the position should be continued, terminated or otherwise revised.

The meeting will begin at **9:00 a.m. on October 24, 2013** at 315 South Humboldt Street in Battle Mountain, Nevada. The meeting is a public meeting, but this review will be heard in a closed meeting.

You are welcome to attend the meeting, have an attorney or other representative of your choosing present, present written evidence, provide testimony, and present witnesses relating to your position.

The Board may determine it necessary, after considering this position, to take administrative action at this meeting. This notice is provided to you pursuant to NRS 241.033.

Sincerely,

Dean Bullock

Dean Bullock, Chair
Lander County Board of Commissioners

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 22

THE REQUESTED ACTION OF THE LANDER COUNTY COMMISSION IS:
Discussion for possible action regarding review of the position of the Lander County Engineer, to determine if the position should be continued, terminated or otherwise revised.

Public comment.

Background:

Recommended Action:

LANDER COUNTY COMMISSION MEETING
October 24, 2013

AGENDA ITEM NO. 23

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

Public comment.

Background:

Recommended Action:

A G E N D A

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

OCTOBER 24, 2013

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

Also Via Teleconference At

AUSTIN COURTHOUSE
COMMISSION OFFICE
122 MAIN STREET
AUSTIN, NEVADA

9:00 A.M. Call to Order
Pledge of Allegiance
*Discussion for possible action regarding approval of Agenda Notice.
*Discussion for possible action regarding approval and acceptance of Minutes of:
OCTOBER 10, 2013 – REGULAR SESSION

Commissioner Reports on meetings, conferences and seminars attended.
*Discussion for possible action regarding Payment of the Bills.
*Discussion for possible action regarding Payroll Change Requests.

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

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

Public comment.

SAFETY
*(2) Discussion for possible action regarding operations and projects of the Lander County Safety Manager and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE SOUTH

"Lander County is an Equal Opportunity Provider"

*(3) Discussion for possible action regarding operations and projects for the Road and Bridge South Department and other matters properly related thereto.

Public comment.

ROAD AND BRIDGE NORTH

*(4) Discussion for possible action regarding operations and projects for the Road and Bridge North Department and other matters properly related thereto.

Public comment.

PUBLIC WORKS

*(5) Discussion for possible action regarding operations and projects for the Public Works Department and other matters properly related thereto.

Public comment.

DISTRICT ATTORNEY

*(6) Discussion for possible action regarding approval of the Lander County District Attorney's Office job descriptions for Legal Secretary I and Legal Secretary II, and other matters properly related thereto.

Public comment.

COMMUNITY DEVELOPMENT

*(7) Discussion for possible action regarding presentation announcing the 2014 Community Development Block Grant (CDBG) funding cycle and call for applications to the program; and other matters properly related thereto.

Public comment.

PLANNING COMMISSION

*(8) Discussion for possible action regarding approval of the final subdivision map for Turquoise Hills Estates, Phase 1, located in a portion of the S2 of Section 25, T32N, R44E, APN 011-110-14, and other matters properly related thereto.

Public comment.

*(9) Discussion for possible action regarding approval of a parcel map for Keith and Connie McKirdy, located in a portion of the SW4 of Section 6, T31N, R46E, APN 011-370-01, splitting one (1) parcel into four (4) parcels, and other matters properly related thereto.

Public comment.

*(10) Discussion for possible action regarding acceptance of Jillian Court into the Lander County Rural Road System and other matters properly related thereto.

Public comment.

*(11) Discussion for possible action regarding acceptance of Felycia Court into the Lander County Rural Road System and other matters properly related thereto.

Public comment.

YUCCA MOUNTAIN REPOSITORY PROGRAM

*(12) Discussion for possible action regarding the FY 2013-2014 Yucca Mountain Summary of Proposed Activities and Program Plan and other matters properly related thereto.

Public comment.

COMMISSIONERS

*(13) Discussion for possible action regarding proposal of Ordinance No. LC 2013-02, an ordinance amending Chapters 5.04, 5.06 and 5.24 of the Lander County Code to obtain business licenses from the Lander County Assessor's Office instead of the Lander County Community Development Department; and other related matters.

Public comment.

*(14) Discussion for possible action regarding approval of the offer of employment to Joy Sweeney for the position of Human Resource Director, and other matters properly related thereto.

Public comment.

*(15) Discussion for possible action regarding ratification of the job descriptions for: a) the Executive Director; b) the Finance Director; and, c) the Community Services Officer, and other matters properly related thereto.

Public comment.

10:10:28
10:12 Lura

*(16) Discussion for possible action regarding the labeling and use of all County vehicles and other matters properly related thereto.

Public comment.

*(17) Discussion for possible action regarding approval of the proposed Request For Statements of Qualifications ("RFQ")/Statement of Qualifications ("SOQ") Advertisement and Professional Services Contract to be utilized by the Lander County Engineer for various County Infrastructure and Facility Projects that require the use of consulting firms, and other matters properly related thereto.

Public comment.

*(18) Discussion for possible action regarding review of the Day Engineering Professional Engineering Services Proposal for the Mountain View Golf Course

Improvements Project, previously approved on October 10, 2013, and other matters properly related thereto.

Public comment.

*(19) Discussion for possible action to either: a) approve the Lander County Chair's signature on an immediate written notice to terminate the Employee Benefit Management Services Agreement between Benefit Intelligence Insurance Services, Inc. and Lander County, signed by Gene Etcheverry on June 24, 2009 ("Contract"); or, b) approve the Lander County Chair's signature on a ninety (90) day written notice to terminate the Contract on June 30, 2015, and other matters properly related thereto.

Public comment.

COURTHOUSE/ ADMINISTRATION BUILDING PROJECT

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

Public comment.

CLOSED SESSION PURSUANT TO NRS 241.030

*(21) Discussion for possible action to go into a closed meeting pursuant to Nevada Revised Statutes (NRS) 241.030, to review the position of the Lander County Engineer, to determine if the position should be continued, terminated or otherwise revised – discussion only with the only action being the motion to go into a closed session.

Public comment.

COMMISSIONERS

*(22) Discussion for possible action regarding review of the position of the Lander County Engineer, to determine if the position should be continued, terminated or otherwise revised.

Public comment.

*(23) Correspondence/reports/potential upcoming agenda items.

Public comment.

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

ADJOURN

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

NOTE: TIMES ARE APPROXIMATE

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

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

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact Sadie Sullivan, Lander County Clerk, 315 S. Humboldt Street, Battle Mountain, Nevada 89820 (775) 635-5738.

AFFIDAVIT OF POSTING

State of Nevada)
) ss.
County of Lander)

Mary Anna Gray, Senior Deputy Clerk, of said Lander County, Nevada, being duly sworn, says, that on the 18th day of October 2013, 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, and 5) Austin Courthouse in said Lander County, where proceedings are pending.

MARY ANNA GRAY, SENIOR DEPUTY CLERK Mary Anna Gray

Subscribed and sworn to before me this 18th day of October 2013.

WITNESS Sadie Sullivan

Payment of Bills

October 24, 2013

ROGENE HILL
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION	DATE
Dean Bullock Chairman	10/24/13
Bill Gar Commissioner	10-24-13
C Saits Commissioner	10-24-13
David R Mason Commissioner	10-24-13
Commissioner	

LANDER COUNTY COMMISSION MEETING

October 24, 2013

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF $ 1,425,898.01

From Check #46082 thru #46208

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

H.E. HUNEWILL CONST.CO.,

COUNTY OF LANDER
INCORPORATED

DATE	INVOICE	AMOUNT	REMARKS
10/22/13	111	39,437.28	10/13/13 5TH ST ALLEY WS
10/21/13	112	32,065.47	10/17/135THSTALLEYW&S5%

CHECK NO 46221 $71,502.75 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046221

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

H.E. HUNEWILL CONST.CO.,

DATE	CHECK NO.	AMOUNT
10/24/13 **VOID**	46221 **VOID**	$71,502.75 **VOID**

VOID*****71,502DOLLARS AND75CENTS***

H.E. HUNEWILL CONST.CO., INCORPORATED
1410 W. RAILROAD STREET

WINNEMUCCA NV 89445

NON-NEGOTIABLE

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

R. Hill
Authorized Signature

10/22/13
Date

COUNTY COMMISSION APPROVAL

Dean Bullock
Chairman

Bill Gam

David R Mason

MARYAM ABDI

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
10/16/13	9/16/13	75.00	9/16/13,INTERPRETING

CHECK NO 46082 $75.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046082

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

MARYAM ABDI

DATE	CHECK NO.	AMOUNT
10/24/13 **VOID**	46082 **VOID**	$75.00 **VOID**

VOID*******75DOLLARS AND00CENTS***

MARYAM ABDI
9365 HILLERY DRIVE
UNIT 21301
SAN DIEGO CA 92126

NON-NEGOTIABLE

		TOTAL	$75.00

Notes: Payment due on September 30, 2013

Dean Bullock
Bill Garner
Lance Raitz
David R Moran

THORNDAL, ARMSTRONG, DELK

COUNTY OF LANDER
BALKENBUSH & EISINGER

DATE	INVOICE	AMOUNT	REMARKS
10/21/13	114953	2,950.66	10/18/13 PROF SERVICE

CHECK NO 46237 $2,950.66 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046237

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

THORNDAL, ARMSTRONG, DELK

DATE	CHECK NO.	AMOUNT
10/24/13 **VOID**	46237 **VOID**	$2,950.66 **VOID**

VOID******2,950DOLLARS AND66CENTS***

THORNDAL, ARMSTRONG, DELK BALKENBUSH & EISINGER
P O BOX 2070

LAS VEGAS NV 89125-2070

NON-NEGOTIABLE

		swimming pool and consultants.	0.3	52.50
09/04/13	SCB	Prepare for public meeting with Lander County Board of Commissioners.	0.9	157.50
09/05/13	SCB	Prepare for and attend Board of Commissioner's public meeting in Battle Mountain, Nevada.	6.9	1,207.50
09/09/13	SCB	Telephone conference with District Attorney Angie Elquist re 9/5/13 Board of Commissioners Meeting.	0.3	52.50
		Professional fees thru: 09/30/13	8.7	$1,522.50

Dean Bullock
Bill Gar
Lora Raitz
David R Mason

DAN TRAMPE

COUNTY OF LANDER
CARSON PUMP LLC

DATE	INVOICE	AMOUNT	REMARKS
10/21/13	3398	37,980.00	10/16/13/ WELL #9

CHECK NO 46215 $37,980.00 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046215

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

DAN TRAMPE

DATE	CHECK NO.	AMOUNT
10/24/13 **VOID**	46215 **VOID**	$37,980.00 **VOID**

VOID****37,980DOLLARS AND00CENTS***

DAN TRAMPE
P.O. BOX 20159

CARSON CITY NV 89721-0159

CARSON PUMP LLC

NON-NEGOTIABLE

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

10/22/13
Date

COUNTY COMMISSION APPROVAL

Chairman

RODNEY L. DAVIS

COUNTY OF LANDER

DATE	INVOICE	AMOUNT	REMARKS
10/16/13	ADV PERDIEM ALL MEAL	1,712.00	10/26/13 BOOTSTRAPS
10/16/13	ADV RM BOOTSTRAPS 16	1,510.74	10/26/13,BOOTSTRAP EDTOUR

CHECK NO 46217 $3,222.74 **

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046217

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

RODNEY L. DAVIS

DATE	CHECK NO.	AMOUNT
10/24/13 **VOID**	46217 **VOID**	$3,222.74 **VOID**

VOID******3,222DOLLARS AND74CENTS***

RODNEY L. DAVIS
815 N. 2ND STREET

BATTLE MOUNTAIN NV 89820

VOID

NON-NEGOTIABLE

TOTAL ESTIMATED EXPENSES		$ ~~3,030.74~~ 3222.74

Request for Advance Payment of Certain Costs:

☒ Please make a check payable to the Individual Requesting Travel Authorization in the amount of: $3,030.74 as an advance of travel costs. A Travel Expense Report will be filed within five (5) working days following completion of the trip. Travel expenses will be reimbursed from University.

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

Authorization:

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

Rodney L Davis — Extension Educ. — 10/12/13

Authorized Signature — Title — Date

Dean Bullock

PLEASE DETACH BEFORE CASHING CHECK CHECK NO 46079 $1,728.72 ** THE ATTACHED CHECK IS IN PAYMENT OF ITEMS LISTED ABOVE

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046079

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

DATE	CHECK NO.	AMOUNT
10/14/13 **VOID**	46079 **VOID**	$1,728.72 **VOID**

VOID******1,728DOLLARS AND72CENTS***

WELLS FARGO REMITTANCE CT
P.O. BOX 6415

CAROL STREAM IL 60197-6415

NON-NEGOTIABLE

purposes

Jeff Sweeney
Authorized Signature 10/14/13

David R Mason

3773/9

LANDER COUNTY VOUCHER

VENDOR #	4606
FUND	Split
DEPT	
EXPENSE	

Pay To: Wells Fargo Remittance Center
Address PO Box 6415
Carol Stream IL 60197-6415

Invoice No.	Invoice Description	Dept #	Expense Acct #	Amount
acct	5569190000626458			
9/10/13	MontBleu Resort Dean	001-001	53940	$ 371.08
09/10/13	MontBleu Resort Dave	001-001	53940	$ 184.04
09/19/13	Spectorsoft	300-068-	53920	$ 279.80
9/23/2013	Nexway Software.com	300-068-	53920	$ 149.00
09/26/13	Boss Safety Prod.	001-005	59373	$ 325.05
10/08/13	South Point, Joy,Rogene	001-007	53940	$ 44.80
10/01/13	National Governors Convention Gina	016-000	53940	$ 245.00
10/01/13	National Governors Convention Patsy	016-000	53940	$ 245.00
Sept	Credit IT Dept - Assessor Rm charge credit	300-068	53940	$ (113.85)
Sept	Treas- Grace Diff in rm charge	001-003	53940	$ (1.20)
			TOTAL	$ 1,728.72

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.

Joy Sweeney
Authorized Signature 10/14/13

COUNTY COMMISSION APPROVAL

Dean Bullock
Chairman

David R Mason

ROGENE HILL
Lander County Finance Director

ACKNOWLEDGEMENT OF REVIEW & AUTHORIZATION — DATE

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

LANDER COUNTY COMMISSION MEETING

October 24, 2013

APPROVE / DISAPPROVE

SUBMITTED EXPENDITURES IN THE AMOUNT OF $ 1,425,898.01

From Check #46082 thru #46208

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

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
46082	MARYAM ABDI						
		9/16/13,INTERPRETING		10/24/13	75844	75.00	
							75.00
46083	ADVANCED DATA SYSTEMS INC						
		9/30/13/COMP EXPENSE		10/24/13	75699	1,800.00	
		9/30/13/TECH EXPENSE		10/24/13	75699	14,000.00	
		9/30/13/ MO SUPPORT W&S		10/24/13	75699	286.00	
							16,086.00
46084	AMPED-OUT-ELECTRICAL, LLC						
		10/8/13,CIVIC CTR OUTLET		10/24/13	75800	83.20	
		10/10/13 FIREHALL,LIGHT		10/24/13	75800	2,483.05	
		10/10/13GLFCRS WELL		10/24/13	75800	2,020.22	
		10/15/13ACUNIT CIVIC CTR		10/24/13	75800	508.26	
							5,094.73
46085	ARGENTA JUSTICE COURT						
		10/16/13,GOVPAY.NET		10/24/13	75801	774.00	
		10/16/13,GOVPAY.NET		10/24/13	75801	115.00	
							889.00
46086	ARTISTIC FENCE CO., INC.						
		10/8/13/FABFENCING,LNFIL		10/24/13	75701	2,282.24	
							2,282.24
46087	AUSTIN POSTMASTER						
		10/10/13 POSTAGE AUST JC		10/24/13	75700	300.00	
							300.00
46088	B M AUTO SUPPLY,INC						
		9/4/13/55GALOIL AUSTVFD		10/24/13	75707	850.00	
		9/6/13/ GLVS		10/24/13	75707	31.06	
		9/10/13/AIRFRSH,CABTIES		10/24/13	75707	13.06	
		9/16/13/SEAFOAM,		10/24/13	75707	163.23	
		9/16/13 BATT CHRG		10/24/13	75707	298.14	
		9/18/13,LITH BATT		10/24/13	75707	48.00	
		9/18/13 TIPCLNR,CLORKIT		10/24/13	75707	12.84	
		9/19/13 ,WRENCH SET		10/24/13	75707	151.20	
		9/20/13,LITH BATT		10/24/13	75707	42.84	
		9/23/13/GLS CLNR		10/24/13	75707	4.98	
		9/23/13 36POCKETTOTE		10/24/13	75707	28.75	
		9/23/13/OZZYJUC,OZZYMAT		10/24/13	75707	101.18	
		9/25/13,PLIERS		10/24/13	75707	6.99	
		9/25/13,TAPE		10/24/13	75707	171.24	
		9/26/13/HNDL,BRMS WS		10/24/13	75707	129.14	
		9/26/13,HOSE END		10/24/13	75707	60.30	
		9/26/13 CLNR,WIPES		10/24/13	75707	17.92	
		9/26/13 OIL		10/24/13	75707	6.94	
		9/27/13/ OIL		10/24/13	75707	2.90	
		9/28/13,ORINGS		10/24/13	75707	14.50	
		9/28/13,FLOOR DRY		10/24/13	75707	23.28	
		9/29/13 PAINTS		10/24/13	75707	11.92	
		10/01/13 PAINT DEGRSER,OI		10/24/13	75707	62.32	
		10/1/13/LAMP WIRE TOOL		10/24/13	75707	48.34	
		10/2/13,OXY,ACETY		10/24/13	75707	83.74	
		10/3/13,HOSE,GLVS,		10/24/13	75707	105.30	
		10/3/13/TAPE,TRLBALL,GLV		10/24/13	75707	123.83	
		10/3/13 STARTER		10/24/13	75707	178.57	
		10/3/13 BATT LUGS		10/24/13	75707	3.63	
		10/7/13,ING COIL		10/24/13	75707	353.85	
		10/7/13/PULLER SET		10/24/13	75707	38.14	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		10/7/13/KEY		10/24/13	75707	2.10	
		10/8/13/STARTER,CORE		10/24/13	75707	172.28	
		10/8/13 COVERALLS		10/24/13	75707	324.00	
		10/8/13 EARPLGS		10/24/13	75707	151.96	
		10/8/13 FILS		10/24/13	75707	73.87	
		10/8/13/WIPERES		10/24/13	75707	17.08	
		10/8/13 SWITCH		10/24/13	75707	44.70	
		10/9/13,CORE CREDIT		10/24/13	75707	44.00-	
		10/9/13, TRSH BAGS		10/24/13	75707	61.95	
		10/9/13TOPLINK		10/24/13	75707	92.64	
		10/9/13 WHEEL		10/24/13	75707	65.17	
		10/9/13 OIL		10/24/13	75707	137.32	
		10/10/13FILS RAGS		10/24/13	75707	154.42	
		10/10/13 BATTERIES WS		10/24/13	75707	5.99	
		10/10/13/WRENCHES		10/24/13	75707	72.76	
		10/10/13TERMINAL		10/24/13	75707	3.52	
		10/14/13,EXTRACTORS		10/24/13	75707	6.56	
		10/15/13,PUNCH FRT		10/24/13	75707	15.34	
		10/16/13 BATT, FUEL SUPP		10/24/13	75707	193.63	
		10/16/13 SEAT COVERS		10/24/13	75707	151.02	
		CREDIT		10/24/13	75707	33.99-	
		CREDIT		10/24/13	75707	8.99-	
		CREDIT		10/24/13	75707	79.02-	
		CREDIT		10/24/13	75707	124.85-	
		CREDIT		10/24/13	75707	12.53-	
		CREDIT		10/24/13	75707	32.28-	
							4,598.78
46089	B M GENERAL HOSPITAL						
		OFFICE SPACE		10/24/13	75703	613.00	
		10/2/13 DEFIBS,CASE,KEY		10/24/13	75703	3,125.90	
							3,738.90
46090	B-TOWN CAR WASH						
		10/2/13 BVFD		10/24/13	75702	4.00	
							4.00
46091	BADGER METER, INC						
		10/9/13/HELPHAND,SOFTWARE		10/24/13	75832	5,526.25	
							5,526.25
46092	CATHERINE BAGWELL						
		10/10/13 1/2TRVL RENOTRNG		10/24/13	75704	183.34	
		10/10/13 1/2TRVL RENOTRNG		10/24/13	75704	85.00	
		10/10/13 1/2TRVL RENOTRNG		10/24/13	75704	122.10	
							390.44
46093	BELL FIRE INC.						
		10/7/13,EXTING,SERVC		10/24/13	75708	224.32	
							224.32
46094	BLUE MOON PORTABLES						
		10/1/13/ LND FIL		10/24/13	75709	150.00	
		10/1/13/ GLF CRS		10/24/13	75709	150.00	
							300.00
46095	BOART LONGYEAR NEVADA						
		9/30/13,WELL #9 REQ 1		10/24/13	75840	393,997.77	
							393,997.77
46096	BOB BARKER COMPANY, INC.						
		10/4/13,INMATE SUPP		10/24/13	75705	64.37	
							64.37
46097	BRETHAUER, MARK						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		10/2/13 EMS TRNG CRSON		10/24/13	75706	109.00	
		10/2/13 EMS TRNG CRSON		10/24/13	75706	263.29	
							372.29
46098	DEAN BULLOCK						
		10/11/13,NV WORKS		10/24/13	75802	245.21	
							245.21
46099	C & B OPERATIONS,LLC DBA:						
		10/7/13 FA8 JD MOWER		10/24/13	75710	14,286.00	
							14,286.00
46100	CALIFORNIA CONTRACTORS						
		9/30/13,FIRE RESC BLDS		10/24/13	75711	99.80	
							99.80
46101	CAPITAL CONTROL SYSTEMS						
		9/23/13,FA 41,HVAC4SERVR		10/24/13	75712	9,500.00	
		10/7/13,FUSES SO		10/24/13	75712	331.53	
							9,831.53
46102	CASHMAN EQUIPMENT						
		10/2/13 EDGE		10/24/13	75713	195.40	
		10/2/13FILTER		10/24/13	75713	77.14	
		10/8/13/HOSE,SEAL		10/24/13	75713	24.42	
		10/15/13, EDGES		10/24/13	75713	2,254.60	
							2,551.56
46103	CESCO EQUIPMENT						
		10/9/13/TIGHTNER		10/24/13	75714	257.81	
							257.81
46104	CHRISTOPHER L BIRD						
		10/8/13/W&S AT OLDBLDG		10/24/13	75715	4,800.00	
							4,800.00
46105	CHARLES P. COCKERILL						
		10/1/13/ PROF SERVC		10/24/13	75833	900.00	
							900.00
46106	COMPUTERLAND OF RENO						
		9/25/13 AUST JOY,PRNTR		10/24/13	75718	649.00	
		9/30/13 AUST JOY,PRNTR		10/24/13	75718	249.00	
							898.00
46107	CORE CONSTRUCTION						
		9/28/13 LCCRTADMIN,PRECON		10/24/13	75717	5,125.00	
							5,125.00
46108	COURSON EQUIPMENT CO. INC						
		10/5/13/FILTERS,RB		10/24/13	75716	399.65	
							399.65
46109	DAY ENGINEERING						
		10/6/13 AUST ARSENIC PROJ		10/24/13	75719	14,520.70	
							14,520.70
46110	DELBERT L. CORNELLA						
		9/21/13,LRNCTR MATERIALS		10/24/13	75804	73.87	
		10/16/13 CIVIC BATHRM		10/24/13	75804	65.00	
		10/16/13 INST SIGNS		10/24/13	75804	122.71	
		10/16/13 ARCHIVES		10/24/13	75804	86.92	
		10/16/13 JUV KOFFICE		10/24/13	75804	148.88	
		10/16/13 LRN CTR CONDUIT		10/24/13	75804	150.00	
		10/16/132NDSTGATE		10/24/13	75804	130.00	
		10/16/13 LRNCTR LIGHTS		10/24/13	75804	40.11	
		10/16/13,COOLERS DOGPND		10/24/13	75804	62.09	
		10/16/13CRTHSE BLUBS		10/24/13	75804	406.13	
							1,285.71

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
46111	ANDREA DELGADO						
		10/11/13 TRVL RENO		10/24/13	75803	85.00	
		10/11/13 TRVL RENO		10/24/13	75803	147.22	
		10/10/13 RENO TRNG		10/24/13	75803	122.10	
							354.32
46112	DELL COMPUTER						
		9/10/13/READY RAILS,CABLE		10/24/13	75720	204.83	
		9/11/136G HARD DRIVE		10/24/13	75720	4,231.14	
							4,435.97
46113	DISPLAY SALES						
		9/5/13/CHRISTMAS DECOR		10/24/13	75721	1,391.50	
		9/5/13/CHRISTMAS DECOR		10/24/13	75721	730.50	
							2,122.00
46114	NV DEPT. OF PUBLIC SAFETY						
		10/1/13/ PSI		10/24/13	75759	349.82	
							349.82
46115	DRAKE ROSE & ASSOCIATES,						
		10/3/13,PROF SERVC		10/24/13	75722	22,640.00	
							22,640.00
46116	TIFFANY ELKINGTON						
		10/7/13 TRANSCRIPTS		10/24/13	75725	486.95	
							486.95
46117	ELKO COUNTY LIBRARY						
		10/10/13 2ND QRT PYMNT		10/24/13	75724	25,261.25	
							25,261.25
46118	ENGS MOTOR TRUCK CO.						
		9/24/13/ LEDMINBAR VACMAG		10/24/13	75723	285.60	
		9/24/13/ LEDMINBAR VACMAG		10/24/13	75723	285.60	
		10/2/13/ BATT		10/24/13	75723	177.58	
		10/8/13/SWITCH		10/24/13	75723	27.30	
		10/8/13 BATT		10/24/13	75723	195.38	
		10/11/13 PARTS		10/24/13	75723	70.69	
							1,042.15
46119	ESRI, INC.						
		11/13/13 TRNG SALTLAKE		10/24/13	75814	250.00	
		10/7/13,GEOTRNG,IT DEPT		10/24/13	75726	1,515.00	
							1,765.00
46120	ETCHEVERRYS FOOD TOWN						
		9/30/13		10/24/13	75727	132.33-	
		9/30/13FOOD		10/24/13	75727	145.88	
		9/3/13 FOOD		10/24/13	75727	43.24	
		9/9/13 FOOD		10/24/13	75727	115.99	
		9/9/13 FOOD		10/24/13	75727	183.25	
		9/23/13FOOD		10/24/13	75727	173.18	
		10/3/13/SUPPLIES		10/24/13	75727	38.67	
							567.88
46121	FALLON HEATING & AIR-COND						
		9/24/13 AUST TWN HALL		10/24/13	75805	295.00	
		9/24/13 AUST CRT HSEFURN		10/24/13	75805	447.00	
		9/24/13 AUST VFD BLDG		10/24/13	75805	360.34	
		9/24/13 AUST SO		10/24/13	75805	230.00	
		9/24/13AUST SR CTR		10/24/13	75805	343.50	
		9/24/13 AUST RB		10/24/13	75805	441.00	
		9/24/13 AUST YOUTH		10/24/13	75805	225.00	
							2,341.84
46122	FAST GLASS						

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/30/13 UNIT 18		10/24/13	75728	163.50	
							163.50
46123	FERGUSON ENTERPRISES INC						
		10/3/13/ REP KIT		10/24/13	75729	77.00	
							77.00
46124	FIRST ADVANTAGE OHS						
		9/30/13/DRGTST		10/24/13	75730	48.03	
		9/30/13/DRGTST		10/24/13	75730	235.15	
							283.18
46125	GOLD DUST WEST CARSON						
		10/1/13RMS M YOUNG SO		10/24/13	75731	143.00	
							143.00
46126	GRAINGER						
		10/8/13 SAW BLDS		10/24/13	75834	71.62	
							71.62
46127	GREAT BASIN DATA RECOVERY						
		10/11/13 DATA RECOVERY		10/24/13	75845	3,821.28	
							3,821.28
46128	DAVID A HAAGLUND						
		10/8/13 PORTABLERELOCATE		10/24/13	75732	14,000.00	
							14,000.00
46129	RICHARD K HARLESS						
		BATTLE MTN AIRPORT		10/24/13	75734	6,083.33	
							6,083.33
46130	THEODORE C. HERRERA						
		PUBLIC DEFENDER		10/24/13	75806	3,541.50	
							3,541.50
46131	HIGH DESERT ENGINEERING						
		10/1/13,WELSH MCKINNY		10/24/13	75735	300.00	
							300.00
46132	HIGH DESERT MICROIMAGING						
		9/26/13,MICRO FILM BOOKS		10/24/13	75733	3,815.20	
		9/26/13/SCANPRO3000,ASSES		10/24/13	75733	9,295.00	
							13,110.20
46133	HUCK SALT & SONS, INC.						
		9/30/13/TREATED SALT		10/24/13	75736	5,147.40	
							5,147.40
46134	HUMBOLDT PRINTERS, INC.						
		9/30/13/GATEFEE INVS		10/24/13	75737	535.04	
		10/3/13/ POST CARDS		10/24/13	75737	228.65	
							763.69
46135	INFINISOURCE						
		9/19/13 NOTICES,HR		10/24/13	75738	405.00	
		9/20/13 NOTICES,HR		10/24/13	75738	330.00	
							735.00
46136	INLAND SUPPLY CO INC						
		10/4/13/POWERMELTPELLETS		10/24/13	75739	1,331.20	
		10/4/13/TRSH BAGS		10/24/13	75739	201.75	
							1,532.95
46137	INTERWEST SUPPLY CO, INC						
		9/27/13 MATERIAL		10/24/13	75740	285.82	
							285.82
46138	IRON MOUNTAIN						
		10/1/13 MICROFILM		10/24/13	75741	37.53	
		10/1/13 MICROFILM		10/24/13	75741	37.53	
		10/1/13 MICROFILM		10/24/13	75741	37.53	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		10/1/13 MICROFILM		10/24/13	75741	37.53	
							150.12
46139	J-U-B ENGINEERS, INC.						
		10/14/13ASUT ARPRTEXPAN		10/24/13	75839	6,375.75	
		10/14/13AUSTINARPRTFUEL		10/24/13	75839	6,068.81	
		10/14/13BMLAYOUT,MASTERPL		10/24/13	75839	38,278.35	
							50,722.91
46140	JEFFERY ROME ASSOCIATES						
		10/17/13 REFUND		10/24/13	75807	461.12	
							461.12
46141	KOLESAR & LEATHAM, CHTD						
		10/8/13/YUCCA MTN PROJ		10/24/13	75742	740.00	
							740.00
46142	L N CURTIS & SONS						
		10/3/13/HYD WRENCH		10/24/13	75743	173.63	
							173.63
46143	LCHD						
		AMBULANCE EMS		10/24/13	75809	5,000.00	
		AMBULANCE EMS		10/24/13	75809	20,000.00	
							25,000.00
46144	LEGISLATIVE CNSL BUREAU						
		10/15/13 3SETNRSREPRNTS		10/24/13	75744	1,185.00	
							1,185.00
46145	LEGISLATIVE COUNSEL						
		10/17/13 3,SETSNRSREPRINT		10/24/13	75810	1,185.00	
		10/2/132013REPRINTNRSSET		10/24/13	75810	395.00	
							1,580.00
46146	LEXIS-NEXIS						
		9/30/13 RESEARCH DA		10/24/13	75745	314.00	
							314.00
46147	LEXISNEXIS RISK DATA MGMT						
		10/30/13 RESEARCH,A JC		10/24/13	75746	103.00	
							103.00
46148	LOCKIE & MACFARLAN, INC						
		10/9/13 CR10329 DC		10/24/13	75747	2,020.00	
							2,020.00
46149	JOE MASLACH						
		10/3/13 JUDGEMENT		10/24/13	75749	50.00	
							50.00
46150	MATTHEW BENDER & CO.,INC.						
		9/27/13 CIVIL INSERTS		10/24/13	75750	198.10	
							198.10
46151	MGM CONSTRUCTION						
		10/1/13 AUSTINLONLYHWY		10/24/13	75748	110,067.66	
							110,067.66
46152	MIDWAY MARKET						
		9/13/13 SUPPLIES		10/24/13	75751	16.63	
							16.63
46153	MILLS ENTERPRISES, INC.						
		9/9/13// MEDS		10/24/13	75752	27.95	
		9/9/133/ MEDS		10/24/13	75752	37.80	
		9/10/13/ MEDS		10/24/13	75752	15.00	
		9/12/13/ MEDS REFUND		10/24/13	75752	12.26-	
		9/18/13, MEDS		10/24/13	75752	8.39	
		9/20/13/ MEDS		10/24/13	75752	4.70	
		9/18/13, MEDS		10/24/13	75752	8.39	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/25/13/ MEDS		10/24/13	75752	77.07	
		9/28/13, MEDS REFUND		10/24/13	75752	8.39-	
		9/28/13, MEDS REFUND		10/24/13	75752	3.00-	
							155.65
46154	JUSTIN A MOORE						
		11/12/13 TRNG SALTLAKE		10/24/13	75813	165.00	
							165.00
46155	MORTGAGE SERVICING CENTER						
		10/7/1313/14 MIKEJOHNSON		10/24/13	75812	176.00	
							176.00
46156	JANA MOYES						
		10/10/13 TUB FOR THE POOL		10/24/13	75835	42.00	
		10/11/13 WORKAUSTPOOL,CLN		10/24/13	75835	113.70	
							155.70
46157	NACO						
		10/1/13 DUES 1/2/2014		10/24/13	75753	450.00	
							450.00
46158	NALS OF NEVADA						
		10/8/13/CD NVLEGALFORMS		10/24/13	75757	248.00	
							248.00
46159	NDEP						
		10/8/13,JACOB EDGAR		10/24/13	75756	30.00	
							30.00
46160	NFPA						
		10/1/13,MEMBERSHIP		10/24/13	75755	165.00	
							165.00
46161	NORCO, INC.						
		9/20/13/CAPDIPSTIX		10/24/13	75754	36.31	
		9/30/13/ DEMERG		10/24/13	75754	18.60	
							54.91
46162	STATE OF NEVADA						
		9/25/13 WEED CLN UP		10/24/13	75758	800.00	
		9/25/13 WEED CLN UP		10/24/13	75758	1,600.00	
							2,400.00
46163	PAIR NETWORKS, INC.						
		10/1/13 DISK USAGE		10/24/13	75761	91.68	
							91.68
46164	PAPE MACHINERY EXCHANGE						
		9/26/13 FA 47 FORKLIFT		10/24/13	75762	54,220.00	
							54,220.00
46165	PDM STEEL SERVICE CENTERS						
		10/4/13/ANGLE IRON		10/24/13	75760	144.82	
		10/4/13 HS TUBING		10/24/13	75760	91.35	
							236.17
46166	JOHN PETERS, M.D.						
		10/15/13 PROF SERVC		10/24/13	75763	750.00	
							750.00
46167	PORTER ROOFING COMPANY						
		9/30/13,BM1453RDSTROOF		10/24/13	75764	8,136.00	
							8,136.00
46168	POWERPLAN						
		10/8/13 HNDL,WINDOPANE		10/24/13	75765	250.32	
		10/14/13 PARTS		10/24/13	75765	12.50	
							262.82
46169	QUILL CORP						
		9/18/13/CERTIFICATES		10/24/13	75766	64.90	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/27/13 SPEC ADJ		10/24/13	75766	10.00-	
		10/10/ STAMP		10/24/13	75766	71.99	
		9/26/13 FILES		10/24/13	75766	22.94	
		10/1/13 CLN SUPP		10/24/13	75766	213.46	
		10/1/13CLN SUPPLIES		10/24/13	75766	85.98	
		9/23/13,APT BOOK		10/24/13	75766	14.99	
		10/7/13 SUPPLIES		10/24/13	75766	177.94	
		10/8/13 OFFICE SUPP		10/24/13	75766	166.83	
		10/8/13 OFFICE SUPP		10/24/13	75766	23.95	
		10/8/13 OFFICE SUPP		10/24/13	75766	23.95	
		10/8/13 OFFICE SUPP		10/24/13	75766	23.95	
		10/8/13 OFFICE SUPP		10/24/13	75766	23.95	
		10/9/13 OFFICE SUPP		10/24/13	75766	106.82	
		10/9/13 OFFICE SUPP		10/24/13	75766	108.68	
							1,120.33
46170	JAMES RABYOR						
		10/7/13REPAIRES TRK		10/24/13	75767	80.00	
							80.00
46171	RATE, INC.						
		10/15/13,FA51 TANK RB		10/24/13	75768	75,000.00	
							75,000.00
46172	REESE RIVER HYDROLOGIC						
		10/3/13 WELLS7,8,9		10/24/13	75769	12,245.00	
							12,245.00
46173	RITA ROGERS						
		10/12/13 SUPPLIESAUSTPOOL		10/24/13	75836	69.90	
							69.90
46174	ROYAL HARDWARE						
		9/30/13 CREDIT		10/24/13	75770	6.00-	
		9/3/13/ ACID		10/24/13	75770	7.99	
		9/3/13 BATT 9VOLT		10/24/13	75770	8.99	
		9/4/13, KEKYS BMVFD		10/24/13	75770	8.75	
		9/4/13, KEKYS BMVFD		10/24/13	75770	1.75	
		9/6/13,CLNR,SUPP		10/24/13	75770	47.73	
		9/9/13/PNTTRAY,ROLLER		10/24/13	75770	10.98	
		9/9/13/ RAKE		10/24/13	75770	34.99	
		9/9/13,GRND DISK		10/24/13	75770	11.76	
		9/9/13, ADAPTERS		10/24/13	75770	27.97	
		9/10/13 RNDUP,CLOROX,NUTS		10/24/13	75770	182.64	
		9/11/13,POSTDRVR		10/24/13	75770	32.99	
		9/11/13 GLVS,BATTS		10/24/13	75770	41.95	
		9/11/13 DRAIN		10/24/13	75770	8.49	
		9/11/13PIPE PRTS		10/24/13	75770	28.55	
		9/12/13 ACID		10/24/13	75770	31.96	
		9/12/13,KNEE PADS		10/24/13	75770	13.99	
		9/13/13SEALANTS,PROPANE		10/24/13	75770	47.31	
		9/16/13 PADLOCK		10/24/13	75770	11.99	
		9/16/13,LOCK STRETCHER		10/24/13	75770	53.98	
		9/17/13 WEED B GON		10/24/13	75770	68.97	
		9/17/13,KEYSTRP,TAGS		10/24/13	75770	13.48	
		9/19/13 TURF BXLID		10/24/13	75770	6.98	
		9/19/13,WET/DRY VAC		10/24/13	75770	139.99	
		9/20/13,FILE,CHISEL		10/24/13	75770	19.48	
		9/23/13 BRADS,BATT,BOX		10/24/13	75770	78.02	
		9/23/13,TWSTLOCK		10/24/13	75770	25.99	
		9/23/13/ GLUE,SCREWS		10/24/13	75770	2.51	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		9/24/13 HIPBOOTS		10/24/13	75770	119.98	
		9/24/13,PAILS		10/24/13	75770	17.97	
		9/24/13/ CPLR		10/24/13	75770	7.99	
		9/25/13 BLDS HEXBUSHING		10/24/13	75770	7.07	
		9/25/13,DUCKTAPE		10/24/13	75770	6.99	
		9/25/13,TUBSILICONE		10/24/13	75770	5.99	
		9/25/13 PAINT		10/24/13	75770	230.64	
		9/26/13 EPOXY,GORILLAGLUE		10/24/13	75770	12.48	
		9/26/13QUICKCRETE		10/24/13	75770	35.70	
		9/26/13 POSTDIGGR,LIGHT		10/24/13	75770	43.98	
		9/26/13 WINDOW CLNR		10/24/13	75770	9.87	
		9/30/13 PNT SUPPLIES		10/24/13	75770	43.78	
		9/30/13/PAINT		10/24/13	75770	9.98	
		9/30/13BITS,SCREWS		10/24/13	75770	6.98	
		9/30/13/BITS, FILTERS		10/24/13	75770	21.55	
		10/14/13,NAILSET		10/24/13	75770	7.99	
		10/14/13 REVITS		10/24/13	75770	5.98	
							1,559.10
46175	SAFETY SERVICES COMPANY						
		9/5/13/TRNG VIDEOS		10/24/13	75772	176.75	
		9/5/13/TRNG VIDEOS		10/24/13	75772	353.50	
							530.25
46176	SCOTT MALONE						
		9/23/13 RPRS DESK RISER		10/24/13	75773	182.00	
							182.00
46177	SHAW ENGINEERING						
		9/30/13,ARSENICWELL#9		10/24/13	75831	11,938.96	
		9/30/12 BM WS REHAB		10/24/13	75831	600.00	
		9/30/13,LC MISC ENG ,MARK		10/24/13	75831	776.80	
		9/30/13,AUST LONLYHWY		10/24/13	75831	5,849.21	
		9/30/13ENG FEES W&S		10/24/13	75831	18,451.54	
							37,616.51
46178	BERRY ENTERPRISES						
		9/20/13 TAKEDWN MODULE		10/24/13	75774	86.60	
		9/6/13 NO&SO RADIOS,EQUIP		10/24/13	75774	45,410.50	
		10/2/13 FA42 CRIMPR/CONN		10/24/13	75774	215.00	
							45,712.10
46179	SIERRA NEVADA CONSTRUCTIO						
		10/6/13 10802AUST W&S		10/24/13	75775	298,098.00	
							298,098.00
46180	SIERRA PACIFIC TURF						
		10/4/13,SUPPLIES GLF CRS		10/24/13	75837	154.57	
							154.57
46181	DESMOND SKEATH						
		BUILDING MAINTENANCE		10/24/13	75777	400.00	
		PARKS CONTRACT PMT		10/24/13	75777	1,191.50	
							1,591.50
46182	DESMOND SKEATH						
		AUSTIN LIBRARY		10/24/13	75778	350.00	
							350.00
46183	DESMOND SKEATH						
		10/7/13 AUSTIN JC		10/24/13	75776	960.00	
		10/7/13 RM21 AUST TWN HAL		10/24/13	75776	9,800.00	
							10,760.00
46184	SMART HORIZONS						
		10/4/13 SOFTWARE SO		10/24/13	75780	1,028.00	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
							1,028.00
46185	ROBERT W. LAGE DBA						
		10/8/13/BRTH TEST,		10/24/13	75779	185.00	
							185.00
46186	SONSRAY MACHINERY LLC						
		10/1/13,WTRPUMP,PRTS		10/24/13	75781	193.47	
		10/1/13, CAP		10/24/13	75781	33.61	
							227.08
46187	SPB UTILITY SERVICE INC						
		9/30/13,LAB CHRGS		10/24/13	75771	2,962.00	
							2,962.00
46188	ST OF NEVADA						
		10/17/13 TILT TRL, W&S		10/24/13	75815	6.00	
		10/17/13 TILT TRL, W&S		10/24/13	75815	28.25	
							34.25
46189	ST OF NEVADA DEPT CONSERV						
		10/8/13 CERTF JLEESMITH		10/24/13	75783	30.00	
							30.00
46190	ST OF NV DEPT OF PUBLIC						
		10/1/13 FRNG PRNTS		10/24/13	75782	187.50	
		10/1/13 FRNG PRNTS		10/24/13	75782	37.50	
							225.00
46191	STANTEC CONSULTING						
		9/27/13,PROF SERVC		10/24/13	75784	8,236.25	
							8,236.25
46192	STATE FIRE SALES						
		10/1/13 GLFCRS ALARM		10/24/13	75785	75.00	
							75.00
46193	SUMMIT ENGINEERING CORP.						
		10/3/13 GIS MAPPING#2		10/24/13	75786	33,357.00	
		10/18/13,GIS MAPPING#2		10/24/13	75786	8,420.80	
							41,777.80
46194	JOY SWEENEY						
		10/10/13 FUEL CARSON		10/24/13	75787	60.51	
		10/10-11/13 CARSON TRNG		10/24/13	75787	168.00	
		10/10-11/13 CARSON TRNG		10/24/13	75787	214.50	
							443.01
46195	T & M LAWN CARE						
		PARKS MAINTENANCE		10/24/13	75789	7,550.88	
							7,550.88
46196	JAY R. FISCHER						
		10/2/13 TOKENS		10/24/13	75788	100.00	
							100.00
46197	LANDIS,KOP,CARLEVATO,LOOS						
		9/22/13 CHRIS SOLE		10/24/13	75790	28.00	
							28.00
46198	THOMSON WEST						
		9/30/132 RESEARCH,DA		10/24/13	75791	1,288.35	
							1,288.35
46199	TIRE FACTORY						
		9/12/13 UNIT30		10/24/13	75792	720.08	
		9/23/13 DIELSELADDIT,CHEM		10/24/13	75792	4,214.84	
		10/1/13/COOLINGSYSTMPROT		10/24/13	75792	330.96	
		9/26/13,FLAT,TRL33		10/24/13	75792	265.00	
		9/30/13SERVC 00 CHEVY		10/24/13	75792	345.46	
		10/1/13,UNIT 28		10/24/13	75792	1,146.16	

CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	P/O #	DATE	TRANS#	AMOUNT	CHECK TOTAL
		10/2/13,UNIT 28		10/24/13	75792	47.70	
		10/4/13/UNIT 29		10/24/13	75792	461.60	
		10/4/13/UNIT 29		10/24/13	75792	50.90	
		10/11/13 TIRES TRK33		10/24/13	75792	2,875.44	
		10/11/13,TIRES MNTTRK33		10/24/13	75792	200.00	
							10,658.14
46200	TYCO INTEGRATED SECURITY						
		10/5/13 LRN CTR ALARM		10/24/13	75811	119.07	
							119.07
46201	USA BLUE BOOK						
		10/8/13/TEST KITS,WS		10/24/13	75838	160.86	
							160.86
46202	VAISALA INC.						
		10/1/13-DEC 31,13 AWOS		10/24/13	75793	2,200.00	
							2,200.00
46203	VIPER GLASS LLC						
		10/16/13 CHIP REPR		10/24/13	75795	35.00	
							35.00
46204	VOGUE LINEN-UNIFORM RENT						
		9/27/13,SUPPLIES		10/24/13	75794	71.42	
		8/30/13,SUPPLIES		10/24/13	75794	71.42	
		9/6/13 ,SUPPLIES		10/24/13	75794	71.42	
		9/13/13,SUPPLIES		10/24/13	75794	71.42	
		9/20/13,SUPPLIES		10/24/13	75794	71.42	
							357.10
46205	WATTS STEAM STORE UTAH						
		9/24/13,PARTS,		10/24/13	75797	126.10	
							126.10
46206	WINNEMUCCA PUB. CO., INC.						
		9/4-30/13 ADV HR		10/24/13	75796	409.50	
		9/12/13 CEMTYGATEWAY		10/24/13	75796	99.45	
		9/25/13 ADV ,CLERK		10/24/13	75796	119.10	
							628.05
46207	YESCO LLC						
		10/10/13,CIVICSIGNMAINT		10/24/13	75798	275.00	
							275.00
46208	ZONES, INC.						
		09/23/13,GPS ASSESSOR,IT		10/24/13	75799	1,028.00	
							1,028.00
	CHECKS TOTAL						1,425,898.01

COUNTY OF LANDER

WELLS FARGO REMITTANCE CT

DATE	INVOICE	AMOUNT	REMARKS
10/14/13	BOSS SAFETY PROD	325.05	9/26/13 PELICANCASES
10/14/13	CREDIT ASSESSORS	113.85-	SEPT RM CHRG
10/14/13	CREDIT TREAS	1.20-	SEPT RM CHRG
10/14/13	MONTBLEU RESORT	555.12	9/10/13 DAVE
10/14/13	NAT GOV CONV	490.00	10/1/13 PATSY
10/14/13	NEXWAY SOFTWARE	149.00	9/23/13 IT DEPT
10/14/13	SEPCTORSOFT	279.80	9/19/13 IT DEPT
10/14/13	SOUTHPOINT	44.80	10/8/13 TRNG ROGENE,JOY

CHECK NO 46079 $1,728.72 **

COUNTY OF LANDER

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

WELLS FARGO BANK
BATTLE MOUNTAIN, NV 89820
GENERAL ACCOUNT

No. 046079

94-7074
3212

VOID IF NOT CASHED WITHIN 90 DAYS

PAY TO THE ORDER OF

WELLS FARGO REMITTANCE CT

DATE	CHECK NO.	AMOUNT
10/14/13 **VOID**	46079 **VOID**	$1,728.72 **VOID**

VOID******1,728DOLLARS AND72CENTS***

WELLS FARGO REMITTANCE CT
P.O. BOX 6415

CAROL STREAM IL 60197-6415

NON-NEGOTIABLE

3773/99

LANDER COUNTY VOUCHER

Pay To: Wells Fargo Remittance Center
Address PO Box 6415
Carol Stream IL 60197-6415

VENDOR # 4606
FUND Split
DEPT
EXPENSE

Invoice No.	Invoice Description	Dept #	Expense Acct #	Amount
acct	5569190000626458			
9/10/13	MontBleu Resort Dean	001-001	53940	$ 371.08
09/10/13	MontBleu Resort Dave	001-001	53940	$ 184.04
09/19/13	Spectorsoft	300-068-	53920	$ 279.80
9/23/2013	Nexway Software.com	300-068-	53920	$ 149.00
09/26/13	Boss Safety Prod.	001-005	59373	$ 325.05
10/08/13	South Point, Joy,Rogene	001-007	53940	$ 44.80
10/01/13	National Governors Convention Gina	016-000	53940	$ 245.00
10/01/13	National Governors Convention Patsy	016-000	53940	$ 245.00
Sept	Credit IT Dept - Assessor Rm charge credit	300-068	53940	$ (113.85)
Sept	Treas- Grace Diff in rm charge	001-003	53940	$ (1.20)
			TOTAL	$ 1,728.72

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.

Joy Sweeney
Authorized Signature 10/14/13

COUNTY COMMISSION APPROVAL

Chairman

For 24-Hour Customer Service Call: 1-800-231-5511

WELLS FARGO® BUSINESS ELITE CARD

CONSOLIDATED BILLING CONTROL ACCOUNT STATEMENT

Prepared For	ROGENE HILL
Account Number	5569 1900 0062 6458
Statement Closing Date	10/03/13
Credit Line	$5,000
Available Credit	$3,513

Send Inquiries To:
WF BUSINESS DIRECT PO BOX 29482 PHOENIX, AZ 85038-8650
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 6415 CAROL STREAM, IL 60197-6415

Account Summary

Previous Balance	-$181.98
- Credits	$0.00
- Payments	$1,612.29
+ Purchases & Other Charges	$3,222.07
+ Cash Advances	$0.00
+ FINANCE CHARGE	**$0.00**
= New Balance	$1,427.80

Payment Information

New Balance	$1,427.80
Current Payment Due	$500.00
Current Payment Due Date	10/28/13

For your records:

Amount Paid:
$

Check Number:

Date Paid:

1-1

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAYOFF AMOUNT. PLEASE CALL 800-231-5511 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.250%	.00890%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	3.250%	.00890%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Days In Billing Cycle 29

Transactions

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made to a Sub Account that Sub Account will not appear on this statement. Payments should be made to this Control Account.

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
09/30	09/30	85569398J0A8ZN5V1	BRANCH PAYMENT CHECK REF# DZEC8MHMJV TOTAL 5569190000626458 $1,612.29-	1,612.29	

RECEIVED
OCT 14, 2013
L.C. FINANCE

Transaction summary for LANDER COUNTY

09/04	09/05	25536067R30VKETZ2	FTR LTD PHOENIX AZ	168.00
09/06	09/06	25247807S006LNV8D	BEST WESTERN SUTTER HO SACRAMENTO CA FOLIO #0000057620	341.55
09/10	09/10	55541867Y03TG5H70	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	284.73
09/11	09/11	55500367Y2D9VXP7Q	WALMART.COM 08009666546 AR	92.54
09/12	09/12	55541868003TLYD32	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	184.04
09/12	09/12	25247808000QNHTYE	CARSON STATION HOTEL CARSON CITY NV FOLIO #408	125.40
09/13	09/13	55541868203T236WG	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	366.08
09/13	09/13	55541868203T236W8	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	368.08
09/13	09/13	55541868203T238SQ	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	3.00
09/19	09/19	25247808700KPH139	SPECTORSOFT VERO BEACH FL	279.80
09/23	09/23	85101598ALQ80KBM9	NEXWAYSOFTWARE.COM TEL4154494713 CA	149.00
09/26	09/26	55547508E0ZR0H0WH	BOSS SAFETY PRODUCTS 08004180150 CA	325.05

See reverse side for important information.

WELLS FARGO

Prepared For: ROGENE HILL
Account Number Ending: 6458
Statement Closing Date: 10/03/13

MasterCard

Transactions

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
09/27	09/27	55417348E4PGXKNLE	SO PT HOTEL AND CASINO LAS VEGAS NV FOLIO #24756669		44.80
09/30	09/30	55419378J4XGSQWSV	NATIONAL GOVERNORS ASS WASHINGTON DC		245.00
09/30	09/30	55419378J4XGSQWTV	NATIONAL GOVERNORS ASS WASHINGTON DC LANDER COUNTY		245.00
			TOTAL 5569195000543306 $3,222.07		

SUMMARY OF SUB ACCOUNT USAGE

Name	Spend This Period
LANDER COUNTY	$3,222.07

Your next statement date is scheduled for 11/05/2013.

1-1

For 24-Hour Customer Service Call: 1-800-231-5511

WELLS FARGO® BUSINESS ELITE CARD

CONSOLIDATED BILLING CONTROL ACCOUNT STATEMENT

Prepared For	ROGENE HILL
Account Number	5569 1900 0052 6458
Statement Closing Date	10/03/13
Credit Line	$5,000
Available Credit	$3,513

Send Inquiries To:
WF BUSINESS DIRECT PO BOX 29482 PHOENIX, AZ 85038-6850
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 6415 CAROL STREAM, IL 60197-6415

Account Summary

Previous Balance	-$181.98
- Credits	$0.00
- Payments	$1,612.29
+ Purchases & Other Charges	$3,222.07
+ Cash Advances	$0.00
+ FINANCE CHARGE	$0.00
= New Balance	$1,427.80

Payment Information

New Balance	$1,427.80
Current Payment Due	$500.00
Current Payment Due Date	10/28/13

For your records:

Amount Paid: $

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL:
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAYOFF AMOUNT. PLEASE CALL 800-231-5511 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.250%	.00890%	$0.00	$0.00	$0.00	$0.00
CASH ADVANCES	3.250%	.00890%	$0.00	$0.00	$0.00	$0.00
TOTAL				$0.00	$0.00	$0.00

Days In Billing Cycle 29

Transactions

The transactions detailed on this Consolidated Billing Control Account Statement contain transactions made directly to this Control Account plus all transactions made on Sub Accounts. If there were no transactions made to a Sub Account that Sub Account will not appear on this statement. Payments should be made to this Control Account.

Trans	Post	Reference Number	Description	Credits	Charges
09/30	09/30	85569398J0A8ZN5V1	BRANCH PAYMENT CHECK REF# DZEC6MHMJV TOTAL 5569190000626458 $1,612.29-	1,612.29	

Transaction summary for LANDER COUNTY

09/04	09/05	25536087R30VKETZ2	FTR LTD PHOENIX AZ	160.00
09/05	09/06	25247807S006LNV6D	BEST WESTERN SUTTER HO SACRAMENTO CA FOLIO #0000057620	341.55
09/10	09/10	55541667Y03TG5H70	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	284.73
09/11	09/11	55500367Y2D9VXP7Q	WALMART.COM 08009666546 AR	92.54
09/12	09/12	55541868003TLYD32	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	184.04
09/12	09/12	25247808000QNHTYE	CARSON STATION HOTEL CARSON CITY NV FOLIO #408	125.40
09/13	09/13	55541868203T238WG	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	366.06
09/13	09/13	55541868203T238W8	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	368.08
09/13	09/13	55541868203T238SQ	MONT BLEU /CASINO TAH STATELINE NV FOLIO #000005569	3.00
09/19	09/19	25247808700KPH139	SPECTORSOFT VERO BEACH FL	279.80
09/23	09/23	85101590ALQ60KBM9	NEXWAYSOFTWARE.COM TEL4164494713 CA	149.00
09/26	09/26	55547508E0ZR0H0WH	BOSS SAFETY PRODUCTS 08004180150 CA	325.06

See reverse side for important information.

5596 YTG 1 7 2 131003 0 PAGE 1 of 2 1 0 8914 1900 ELAG 01082006

Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

Make checks payable to : Wells Fargo

Account Number	5569 1900 0052 6458
New Balance	$1,427.80
Total Amount Due	$500.00
Current Payment Due Date	10/28/13

05000001427800055691900006264584

Print address or phone changes:

Work ( )

Amount Enclosed: $

PAYMENT REMITTANCE CENTER YTG
PO BOX 6415 29
CAROL STREAM IL 60197-6415

LANDER COUNTY
ROGENE HILL
315 S HUMBOLDT ST
BATTLE MOUNTAIN NV 89820-1982

WELLS FARGO

Prepared For: ROGENE HILL
Account Number Ending: 6458
Statement Closing Date: 10/03/13

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/27	09/27	55417348E4PGXKNLE	SO PT HOTEL AND CASINO LAS VEGAS NV FOLIO #24756669		44.80
09/30	09/30	55419376J4XGSQWSV	NATIONAL GOVERNORS ASS WASHINGTON DC		245.00
09/30	09/30	55419376J4XGSQWTV	NATIONAL GOVERNORS ASS WASHINGTON DC LANDER COUNTY TOTAL 5569195000643306 $3,222.07		246.00

SUMMARY OF SUB ACCOUNT USAGE

Name	Spend This Period
LANDER COUNTY	$3,222.07

Your next statement date is scheduled for 11/05/2013.

For 24-Hour Customer Service Call: 1-800-231-5511

WELLS FARGO® BUSINESS ELITE CARD

SUB ACCOUNT MEMO STATEMENT

Prepared For	LANDER COUNTY
Sub Account Number	5569 1950 0054 3306
Statement Closing Date	10/03/13
Monthly Spending Limit*	$5,000

Send Inquiries To:
WF BUSINESS DIRECT PO BOX 29482 PHOENIX, AZ 85038-8650

*Available funds are subject to the monthly spending limit and the available credit on the control account.

Sub Account Summary

+	Purchases and Other charges	$3,222.07
+	Cash Advances	$0.00
-	Credits	$0.00
	Statement Total	**$3,222.07**

The transactions detailed reflect activity on this card number only.
The company control account has been billed for all transactions.
Please refer payment inquiries to your company card administrator or owner.

Sub Account Transactions

Trans	*Post*	*Reference Number*	*Description*	*Credits*	*Charges*
09/04	09/05	25536067R30VKETZ2	FTR LTD PHOENIX AZ		168.00
09/06	09/09	25247807S006LNV8D	BEST WESTERN SUTTER HO SACRAMENTO CA	<113.85>	341.55
09/10	09/12	55541867Y03TG5H70	MONT BLEU /CASINO TAH STATELINE NV		284.73
09/11	09/12	55500367Y2D9VXP7Q	WALMART.COM 08009666546 AR		92.54
09/12	09/15	25247808000QNHTYE	CARSON STATION HOTEL CARSON CITY NV		125.40
09/12	09/15	55541868003TLYD32	MONT BLEU /CASINO TAH STATELINE NV		184.04
09/13	09/16	55541868203T236WG	MONT BLEU /CASINO TAH STATELINE NV	<1.20>	366.08
09/13	09/16	55541868203T236W8	MONT BLEU /CASINO TAH STATELINE NV		368.08
09/13	09/16	55541868203T238SQ	MONT BLEU /CASINO TAH STATELINE NV		3.00
09/19	09/22	25247808700KPH139	SPECTORSOFT VERO BEACH FL		279.80
09/23	09/24	85101598ALQ80KBM9	NEXWAYSOFTWARE.COM TEL4154494713CA		149.00
09/26	09/27	55547508E0ZR0H0WH	BOSS SAFETY PRODUCTS 08004180150 CA		325.05
09/27	09/29	55417348E4PGXKNLE	SO PT HOTEL AND CASINO LAS VEGAS NV		44.80
09/30	10/02	55419378J4XGSQWSV	NATIONAL GOVERNORS ASS WASHINGTON DC		245.00
09/30	10/02	55419378J4XGSQWTV	NATIONAL GOVERNORS ASS WASHINGTON DC		245.00
10/03	10/03	000000000000COMPC	TOTAL PURCHASES		$3,222.07
			TOTAL		$3,222.07

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

Not pd. 1,843.77
<115.05>
Owe $1,728.72

RECEIVED
OCT 08 20..
L.C. FINANCE

See reverse side for important information.

INVOICE

Because Ultimately, You're In Charge
30061 Comercio Unit B
Rancho S. Margarita, CA 92688
(949) 709-2435
www.BossSafety.com
FEIN 33-0956765

Invoice No: 0053074-IN
Invoice Date: 9/30/2013

Order No: 0034670
Order Date: 9/26/2013
Salesperson: Web
Customer No: 10-0147102
Source Type: Phone

Sold To:
Robert Quick
Lander County Sheriff's Office
PO Box 1625
Battle Mountain, NV 89820

Ship To:
Lander County Safety Dept
825 N. 2nd St.
Keith Westengard
Battle Mountain, NV 89820

Confirm To:

Tracking No: 1ZX874A10305460964; 1ZX874A10305460973;

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND		Credit Card

Item Number	Unit	Ordered	Shipped	Back Ordered	Price	Amount
1120-BLK	EACH	2	2	0	25.050	50.10
Pelican 1120 Case with Foam (Black)						
1550-BLK	EACH	2	2	0	125.960	251.92
Pelican 1550 Protector Case (With Foam) (Black)						

ATTENTION CUSTOMER

Thank you for your business!
If, for any reason, you are not completely satisfied with your purchase and the product is in re-sellable condition (ie. original packaging, original condition, etc), you may return it within 15 days of receipt for an exchange or full refund (minus freight).
Please call customer service at, 1-800-418-0150 to receive return instructions and RMA #.
**Note: Shipping the item back without an RMA number or after the 15 days, could result in a delay of refund, restocking charges or rejection of the return.*

credit card

REASON FOR RETURN: _____

_____

Authorized By: _____ *Approved By:* _____

Net Invoice:	302.02
Less Discount:	0.00
Freight:	23.03
Sales Tax:	0.00
Invoice Total:	325.05
Less Deposit:	325.05
Invoice Balance:	0.00

*Invoice Paid with: VISA xxxx3306

001-005-59373

Keith Westengard

C.Card

QUOTE

Order Number: 0034670
Order Date: 9/26/2013

Customer No: 10-0147102
Salesperson: Web

Source Type: Phone

Because Ultimately, You're In Charge

30061 Comercio Unit B
Rancho S. Margarita, CA 92688
(949) 709-2435
www.BossSafety.com

Sold To:
Robert Quick
Lander County Sheriff's Office
PO Box 1625
Battle Mountain, NV 89820

Ship To:
Lander County Safety
825 N. 2nd St.
Keith Westengard
Battle Mountain, NV 89820

Confirm To:

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND		Credit Card

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
1120-BLK	EACH	2	0	0	25.050	50.10
Pelican 1120 Case with Foam (Black)						
1550-BLK	EACH	2	0	0	125.960	251.92
Pelican 1550 Protector Case (With Foam) (Black)						

001-005-59373

ATTENTION CUSTOMER

Thank you for your business!
If, for any reason, you are not completely satisfied with your purchase and the product is in re-sellable condition (ie. original packaging, original condition, etc), you may return it within 15 days of receipt for an exchange or full refund (minus freight).
Please call customer service at, 1-800-418-0150 to receive return instructions and RMA #.
**Note: Shipping the item back without an RMA number or after the 15 days, could result in a delay of refund, restocking charges or rejection of the return.*

Net Order:	302.02
Less Discount:	0.00
Freight:	23.03
Sales Tax:	0.00
Order Total:	325.05

REASON FOR RETURN: _____

_____

Authorized By: _____ *Approved By:* _____

Welcome, gina little. You are currently logged in as an administrator.

2013 Intergovernmental Meeting with the U.S. Department of Energy

General Options

C. Card

Name:
Patsy Waits

Title:
Commissioner

Address:
315 South Humboldt Street

Battle Mountain, Nevada 89820

Number of People Registered:
1

Confirmation Number:
MNNT8HVH99W (needed to modify your registration)

Event Title:
2013 Intergovernmental Meeting with the U.S. Department of Energy

Location:
The Hotel Monteleone

214 Royal Street

New Orleans, Louisiana 70130

Phone:
504.523.3341

Date:
10/28/2013

Time:
7:00 AM

Current Registration Details

016-000-53940

Patsy Waits

Registration Items

Registration Item	Cost
2013 Intergovernmental Meeting Registration	$245.00

Order Summaries

Order

Date	Type	Amt Ordered	Amt Paid	Amt Due
09/30/2013 11:16 AM PT	online order	$245.00	$245.00	$0.00
Total:		**$245.00**	**$245.00**	**$0.00**

Payment Details

Details

Date	Type	Reference #	Amt Paid
09/30/2013	MasterCard	3306	$245.00

2013 Intergovernmental Meeting with the U.S. Department of Energy

C, CaD

General Options

Name:
gina little

Title:
Community Services Officer

Address:
315 South Humboldt Street

Battle Mountain, Nevada 89820

Number of People Registered:
1

Confirmation Number:
DMNFQZSXBWP (needed to modify your registration)

Event Title:
2013 Intergovernmental Meeting with the U.S. Department of Energy

Location:
The Hotel Monteleone

214 Royal Street

New Orleans, Louisiana 70130

Phone:
504.523.3341

Date:
10/28/2013

Time:
7:00 AM

Current Registration Details

016-000-5394D

gina little

Registration Items

Registration Item	Cost
2013 Intergovernmental Meeting Registration	$245.00

Order Summaries

Order

Date	Type	Amt Ordered	Amt Paid	Amt Due
09/30/2013 9:28 AM PT	online order	$245.00	$245.00	$0.00
Total:		**$245.00**	**$245.00**	**$0.00**

Payment Details

Details

Date	Type	Reference #	Amt Paid
09/30/2013	MasterCard	3306	$245.00

 Credit Card

Jane Bianchi <jbianchi@landercountynv.org>

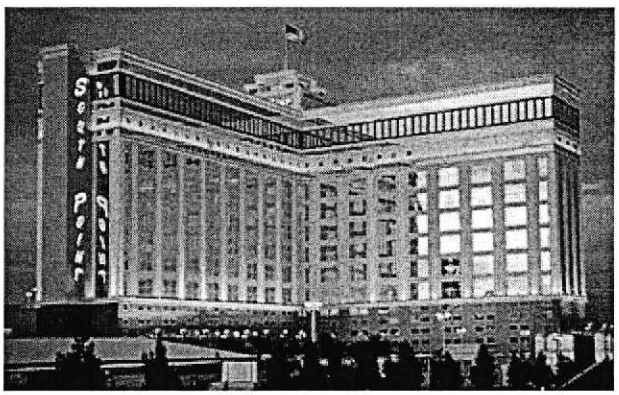
FIN

Reservation Confirmation

1 message

South Point Reservations <reservations@southpointcasino.com> Thu, Sep 26, 2013 at 3:41 PM
To: jbianchi@landercountynv.org

Michael Gaughan's SOUTH POINT Thank You!



September 26, 2013

Dear Rogene Hill,

Thank you for booking your reservation with South Point Hotel Casino and Spa in Las Vegas. Please print this page and present it when you check-in at the Hotel.

Confirmation Number: WMQKK

Customer Name: Rogene Hill

Customer Address:
315 S HUMBOLDT
BATTLE MNT, NV 81820

Arrival Date: November 20, 2013
Departure Date: November 22, 2013
Room Type: Deluxe Queen Mid-Level View
Room Type is a Request

Date Effective	Rate Per Night (inc. tax)	Number of Nights	Total Rate
Wednesday, Nov. 20, 2013	$44.80	2	$89.60
Total			**$89.60**

A resort fee of $12.50 plus tax for a total of $14.00 per room per night will be charged. The resort fee includes: in room Wi-Fi, fitness center access, local and toll free in room phone calls, boarding pass printing, airport shuttle (based on availability) and a casino funbook.

By booking at the South Point Hotel, Casino and Spa you agree to the following hotel policies:

All reservations require a one night room and tax deposit on a valid credit card at the time of booking. At check-in your credit card will be authorized for the remaining night(s) room and tax, plus a $100 security deposit.

The South Point Hotel Casino and Spa reserves the right to re-invoice your reservation should any error be made in computing your room price.

Prices are subject to change for events beyond the control of South Point Hotel Casino and Spa including, but not limited to, increases in or establishment of surcharges, applicable taxes or government imposed fees.

Cancellations must be received by the hotel at least 72 hours prior to scheduled arrival date to avoid penalties. Reservations cancelled within 72 hours of the scheduled arrival will forfeit deposit collected. No-shows will forfeit the

deposit collected.

Extra Adult: $20 USD per night per person
Rollaway charge: $20 USD per night each
Cribs: No Charge

Pet Policy: No pets are allowed.

Check-in/Check-out:
Must be 21 years or older to check-in.
Check In: 3:00 pm until 1:00 am
Check Out: 12:00 pm

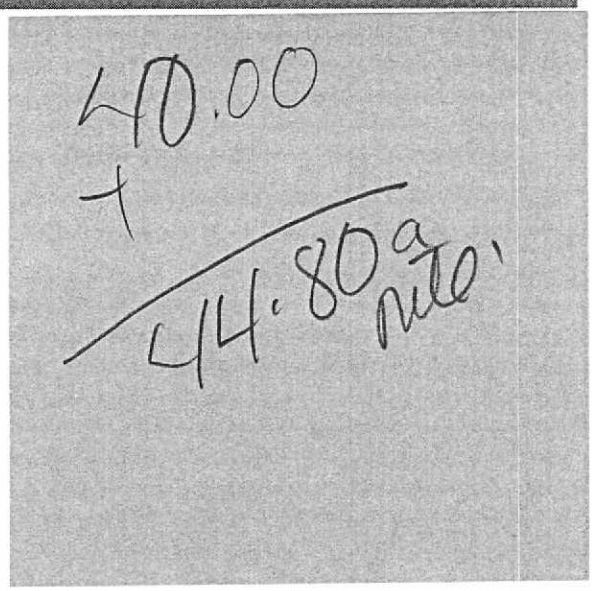
It is the policy at the South Point Hotel Casino and Spa that each and every guest room be occupied by at least one adult, 21 years of age or older. The hotel reserves the right to refuse service or terminate service to any individual(s) at anytime who is not in compliance with this policy.

The staff at the South Point is looking forward to your trip to Las Vegas and the South Point Hotel, Casino and Spa.

Sincerely,

Hotel Management and Staff
South Point Hotel Casino and Spa
9777 Las Vegas Blvd. South
Las Vegas, NV 89183
702-796-7111 or 866-791-7626
http://www.southpointcasino.com

9777 Las Vegas Blvd. South, Las Vegas, NV 89183 • Hotel Main: 702.796.7111 • Reservations: 866.791.7626 • Spa: 702.797.8030
SouthPointCasino.com • SouthPointEventsCenter.com • SpaCostaDelSur.com



Wed. Nov. 20th & 21st.
Credit Card

PERS cordially invites you to the:

10th Annual Liaison Officer Conference

PERS is pleased to host the 10th Annual Liaison Officer Conference at the South Point Hotel & Casino. This is a one day conference held each year for PERS' Liaison Officers, Human Resource Professionals, and Payroll Professionals. Employees newly assigned to perform PERS functions within your agency are encouraged to attend to receive essential training as well as those who want to keep informed of changes that affect us all. This year's conference will equip you with solutions to the simple and complex challenges you face when providing information and direction to employees regarding PERS.

Don't miss another great opportunity to connect with other employer representatives as well as our own PERS' staff! Make your reservation today!

Thursday, November 21, 2013
South Point Hotel
Las Vegas, Nevada

10th Annual Liaison Officer Conference

Registration Information:

Registration Fee: $85* per attendee

Registration Due Date: October 18, 2013

(Please submit your registration forms, payments can come later if needed.
It is very important that we have an accurate count of attendees prior to November 1, 2013.)

*A late registration fee of $100 per attendee will apply if we receive your registration form after October 18, 2013. We will not be able to accept any registration forms after October 31, 2013.

A registration form is included with this brochure and is also available at www.nvpers.org

Conference Details:

Location: South Point Hotel & Casino
9777 Las Vegas Boulevard South
Las Vegas, NV 89183
(702) 797-8050
Check-in: 8:00 a.m.— 8:30 a.m.

Fee Includes: Resource materials, continental breakfast, lunch and refreshments

PERS Contact: Cheryl Price, 775-687-4200 Ext. 222 or Toll Free (866)-473-7768

Accommodations:

PERS has secured a block of 50 rooms at the South Point Hotel & Casino. Attendees are responsible for making their own lodging and travel arrangements. When making hotel reservations, be sure to mention you are with the Nevada Public Employees' Retirement System to secure the rate of $40 plus taxes & fees.

Conference Hotel: South Point Hotel & Casino

Toll Free Reservations: (866) 791-7626

Hotel Reservation Deadline: October 14, 2013

10th Annual Liaison Officer Conference

November 21, 2013

South Point Hotel & Casino

Las Vegas, Nevada

Conference Timeline

8:00 AM - 9:00 AM
Registration and Continental Breakfast

9:00 AM - 11:45 AM
General Session

11:45 AM - 1:00 PM
Lunch

1:00 PM - 4:00 PM
Agency Breakout Sessions

Agency Breakout Groups

School Districts

State Agencies

Local Government Agencies

Local Government Agencies with P/F

Toll Free: (866) 473-7768
Website: www.nvpers.org

693 W. Nye Lane
Carson City, NV 89703

10th Annual Liaison Officer Conference

Thursday
November 21, 2013

South Point Hotel & Casino
Las Vegas, Nevada

Details and Registration Form Inside!

Credit Card

BEST WESTERN PLUS
Sutter House

1100 H Street Sacramento, CA 95814-2895
Tel: (916) 441-1314 * Fax: (916) 441-5961
Reservations: (800) 830-1314
Web: www.thesutterhouse.com
Email: info@thesutterhouse.com

Best Western PLUS

Room: 134 A
MOORE, JUSTIN

315 S HUMBOLT ST
BATTLE MOUNTAIN NV
89820

Payment: MASTERCARD
1A, 0K, 0B Guest
GM
September 2, 2013
September 6, 2013
130GD0

BWR Tier:
GOLD ELITE
BWR Number:
6006637256806092

Date	Trans	Room	Comment	Debit	Credit	Balance
Sep 2'13	ROOM	134		99.00		99.00
Sep 2'13	TAX	134		11.88		110.88
Sep 2'13	CITY ASSESM	134		2.97		113.85
Sep 3'13	ROOM	134		99.00		212.85
Sep 3'13	TAX	134		11.88		224.73
Sep 3'13	CITY ASSESM	134		2.97		227.70
Sep 4'13	ROOM	134		99.00		326.70
Sep 4'13	TAX	134		11.88		338.58
Sep 4'13	CITY ASSESM	134		2.97		341.55
Sep 5'13	MASTERCARD	134			341.55 CR	0.00
	XXXXXXXXXXXX3306/XXXX/002476 {manual-input}					

Balance due at checkout 0.00

001-00
300-068-53940

X _____
Guest Signature

Hospitality Throughout the West...

A member of
Pacific Plaza Hotel Group
www.PacificPlazaHotels.com
1-800-938-4774

Eureka CA
Fremont CA
Garberville CA
Morro Bay CA
Redding CA
Sacramento CA
San Luis Obispo CA
San Ramon Valley CA
Santa Barbara CA
Santa Rosa CA
SF Fishermans Wharf CA
Yosemite CA

Each Best Western® branded hotel is independently owned and operated

RECEIPT

Priority Parking Sac,.
1621 K Street
Sacramento, CA.

Stall #0038

Machine Serial #:000004401014

EXPIRY DATE AND TIME

EXP 05:53pm
SEP 05,2013

TICKET# 00040377
LOT# 00000116

$0010.00 C
MACH# 001
FOLLOW INSTRUCTIONS ON SIGNS POSTED

All Day
Display Receipt On Dash
Or Pay Penalty
No In and Out

RECEIPT

Stall: 0038
EXP 05:53pm
SEP 05,2013
LOT# 00000116
MACH# 001
TIC# 00040377
C $0010.00
SEP05,2013
07:54am
Purchase Time

RECEIPT

Priority Parking Sac,.
1621 K Street
Sacramento, CA.

Stall #0038

Machine Serial #:000004401014

EXPIRY DATE AND TIME

EXP 06:26pm
SEP 04,2013

TICKET# 00040340
LOT# 00000116

$0010.00 C
MACH# 001
FOLLOW INSTRUCTIONS ON SIGNS POSTED

All Day
Display Receipt On Dash
Or Pay Penalty
No In and Out

RECEIPT

Stall: 0038
EXP 06:26pm
SEP 04,2013
LOT# 00000116
MACH# 001
TIC# 00040340
C $0010.00
SEP04,2013
08:26am
Purchase Time

RECEIPT

Priority Parking Sac,.
1621 K Street
Sacramento, CA.

Stall #0029

Machine Serial #:000004401014

EXPIRY DATE AND TIME

EXP 06:18pm
SEP 03,2013

TICKET# 00040316
LOT# 00000116

$0010.00 C
MACH# 001
FOLLOW INSTRUCTIONS ON SIGNS POSTED

All Day
Display Receipt On Dash
Or Pay Penalty
No In and Out

RECEIPT

Stall: 0029
EXP 06:18pm
SEP 03,2013
LOT# 00000116
MACH# 001
TIC# 00040316
C $0010.00
SEP03,2013
08:19am
Purchase Time

C Collett

LANDER COUNTY

Jane Bianchi <jbianchi@landercountynv.org>

IT Dept

Fwd: SpectorSoft Purchase

1 message

Justin Moore <jmoore@landercountynv.org> Thu, Sep 19, 2013 at 4:44 PM
To: Jane Bianchi <jbianchi@landercountynv.org>

--------- Forwarded message ---------
From: **SpectorSoft** <support@spectorsoft.com>
Date: Thu, Sep 19, 2013 at 10:01 AM
Subject: SpectorSoft Purchase
To: jmoore@landercountynv.org

SPECTORSOFT®

Receipt

Order Number: 1092567

Date: 19 Sep 2013

Bill to:

Rogene Hill
315 South humbolt st
Battle Mountain, NV 89820

Ship to:

Electronic Download

Qty	Description	Each	Total
4	Spector Pro for Windows	$ 69.95	$ 279.80
4	Spector Pro Windows Ultimate Care (19 Sep 2013 - 19 Sep 2014)	$ 0.00	$ 0.00
		Order Total:	**$ 279.80**

SpectorSoft Corporation
1555 Indian River Blvd. Bldg. B-210 Vero Beach, FL 32960 USA
Phone: 1-772-770-5670

SPECTOR PRO®

Download

Spector Pro for Windows:
4 licensed installations

Serial Number:
4720NI0101795543

NOTE: The 5th and 6th characters of the serial number are letters

Download Now

- How to install or upgrade
- Read the license agreement
- Inquire about your software download

Please use order number 1092567 for inquiries about your software download.
Click here for customer support

WARNING: Your serial number is valid for installing the Spector Pro software on one computer for each license purchased. If it is installed on multiple computers, without the appropriate number of licenses, Spector Pro will be disabled. To order additional licenses of Spector Pro click here, email us at sales@spectorsoft.com or call 888.598.2788.

If you need further assistance, contact technical support online at SpectorSoft Support or call 772.770.5670.

Jane Bianchi <jbianchi@landercountynv.org>

Fwd: Your order Kroll Ontrack #17697404

1 message

Justin Moore <jmoore@landercountynv.org> Thu, Sep 19, 2013 at 4:45 PM
To: Jane Bianchi <jbianchi@landercountynv.org>

---------- Forwarded message ---------
From: **Kroll Ontrack** <noreply@krollontrack.com>
Date: Thu, Sep 19, 2013 at 9:56 AM
Subject: Your order Kroll Ontrack #17697404
To: jmoore@landercountynv.org

ontrack

Order 17697404

Thank you for your order.

Please note that your product will be delivered by download of the relevant file(s) to your computer.

Below you will find the details of your purchase and the instructions to download and install your software. Please make a backup copy of this e-mail (e.g. print out a hard copy) for future reference.

For questions related to your order or for download issues, please click here to contact us.

Rogene Hill
315 S. Humboldt St
Battle Mountain, Nevada 89820
United States
E-mail: jmoore@landercountynv.org

Date: 09/19/2013
Payment Method: **REMOTE_MASTERCARD**

Total amount
$149.00

Ontrack® EasyRecovery™ Professional	Ontrack® EasyRecovery™ Professional	PC/MAC	Dow nload	1	$149.00

Activation Guide DE

Activation Guide FR

Activation Guide IT

Activation Guide UK-EN

Activation Guide US-EN

TOTAL AMOUNT: $149.00

Serial Number:

- Ontrack EasyRecovery Professional : ERPRO-1000-82171-94936-05683

INSTRUCTIONS TO DOWNLOAD AND INSTALL YOUR SOFTWARE

Please click on the download button above to download your software.
When prompted, please do not run this file directly from the Internet. Click the "Save" button and choose a location where the installation file should be saved. We recommend saving this file on your desktop. If you require assistance downloading or installing of your software, please contact us at techsupport@ontrackdatarecovery.com

Order a Backup DVD today to ensure that you can access your software at any time.

DVD

Nexway, Inc.
55 New Montgomery Street #518
San Francisco, CA 94105
USA

Credit Card

LANDER COUNTY

Justin Moore <jmoore@landercountynv.org>

SpectorSoft Purchase

1 message

SpectorSoft <support@spectorsoft.com>
To: jmoore@landercountynv.org

Thu, Sep 19, 2013 at 10:01 AM

SPECTORSOFT®

Receipt

Order Number: 1092567

Date: 19 Sep 2013

Bill to:

Rogene Hill
315 South humbolt st
Battle Mountain, NV 89820

Ship to:

Electronic Download

Qty	Description	Each	Total
4	Spector Pro for Windows	$ 69.95	$ 279.80
4	Spector Pro Windows Ultimate Care (19 Sep 2013 - 19 Sep 2014)	$ 0.00	$ 0.00
		Order Total:	**$ 279.80**

SpectorSoft Corporation
1555 Indian River Blvd. Bldg. B-210 Vero Beach, FL 32960 USA
Phone: 1-772-770-5670

Credit Card

LANDER COUNTY

Justin Moore <jmoore@landercountynv.org>

Your order Kroll Ontrack #17697404

1 message

Kroll Ontrack <noreply@krollontrack.com>
To: jmoore@landercountynv.org

Thu, Sep 19, 2013 at 9:56 AM

Kroll Ontrack.
Online Shop

ORDER CONFIRMATION

Order 17697404

Thank you for your order.

Please note that your product will be delivered by download of the relevant file(s) to your computer.

Below you will find the details of your purchase and the instructions to download and install your software. Please make a backup copy of this e-mail (e.g. print out a hard copy) for future reference.

For questions related to your order or for download issues, please click here to contact us.

License owner

Rogene Hill
315 S. Humboldt St
Battle Mountain, Nevada 89820
United States
E-mail: jmoore@landercountynv.org

Payment method

Date: 09/19/2013
Payment Method: **REMOTE_MASTERCARD**

Total amount
$149.00

PRODUCT NAME	PLATFORM	DELIVERY	QTY	UNIT PRICE	DOWNLOAD
Ontrack® EasyRecovery™ Professional	PC/MAC	Download	1	$149.00	Download

Commissioners' Report

October 24, 2013

CORRESPONDENCE October 24, 2013

1. Nevada Division of Environmental Protection, Notice of Public Workshops, Bureau of Mining Regulation and Reclamation.

2. US Nuclear Waste Technical Review Board, October 11, 2013 Press Release entitled *US NWTRB November Public Meeting to Focus on DOE Spent Nuclear Fuel and High-Level Radioactive Waste Management Research & Development Activities.*

3. US Nuclear Waste Technical Review Board, October 11, 2013 Press Release entitled *NWTRB to Hold Technical Workshop on the Impacts of Dry-Storage Canister Designs on Future Handling, Storage, Transportation, and Geologic Disposal of Spent Nuclear Fuel.*

4. Nevada Division of Environmental Protection, Notice of Proposed Action, Klondex Gold & Silver Mining Company, Fire Creek Infiltration Project, Elko, NV 89801, Permit NEV2013102.

5. Nye County Board of Commissioners, to Lander County Board of Commissioners, letter requesting Lander County's support for completion of the Yucca Mountain License Application by the Nuclear Regulatory Commission (NRC) through adoption of a resolution.

Correspondence #1
10/24/2013

STATE OF NEVADA
Department of Conservation & Natural Resources
DIVISION OF ENVIRONMENTAL PROTECTION
Brian Sandoval, Governor
Leo M. Drozdoff, P.E., Director
Colleen Cripps, Ph.D., Administrator

NOTICE OF PUBLIC WORKSHOPS

Bureau of Mining Regulation and Reclamation
Web Posting: October 9, 2013

The Bureau of Mining Regulation and Reclamation (BMRR) of the Nevada Division of Environmental Protection are proposing changes to the NAC 519A mining reclamation regulations. Workshops will be held October 30 and November 7, 2013, to solicit comments on the proposed changes. The regulations proposed to be revised are available online at http://ndep.nv.gov/admin/public.htm#mining.

The proposed modifications to the reclamation regulations are in response to passage of Assembly Bill 346 (AB 346) during the 2013 Nevada Legislative Session. AB346 requires that reclamation plans for mining operations, if feasible, provide for a least one point of public nonmotorized access to the water of a pit lake that will have a predicted filled surface area of more than 200 acres. Such access, if determined to be allowed by the owner(s) of the land on which such a pit lake will be located, must be provided when the pit water level reaches at least 90 percent of its predicted maximum capacity.

The workshops will consist of a brief presentation of the proposed regulation revisions by the BMRR followed by a question and answer period. Workshops will be held at the following locations and times:

Carson City
October 30, 2013
2:00 p.m. - 4:00 p.m.
Bryan Building
PEBP Boardroom, Rm 1002
901 S. Stewart St.
Carson City, NV 89701

Elko
November 7, 2013
3:00 p.m. - 5:00 p.m.
Elko City Hall
Council Chamber Room
1751 College Ave.
Elko, NV 89801

A copy of the proposed regulation changes and related material may be obtained at the workshops or by contacting Paul Comba, Reclamation Branch Supervisor, Bureau of Mining Regulation and Reclamation, 901 S. Stewart Street, Suite 4001, Carson City, NV 89701; or e-mail pcomba@ndep.nv.gov. Members of the public who are disabled and require special accommodations or assistance at the meetings are requested to notify the BMRR no later than 3 working days before the workshop at (775) 687-9398.

Assembly Bill No. 346–Assemblymen Bobzien, Pierce; Daly, Diaz and Sprinkle

Joint Sponsor: Senator Segerblom

CHAPTER.....

AN ACT relating to mining; requiring certain plans for reclamation of an exploration project or mining operation to provide for public nonmotorized access to the water level of a pit lake; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, a person who applies for a permit for a mining operation from the Division of Environmental Protection of the State Department of Conservation and Natural Resources must file with the Division a plan for the reclamation of any land damaged as a result of the mining operation. (NRS 519A.210) Existing law also requires a person who applies for a permit to engage in an exploration project to agree in writing to assume responsibility for the reclamation of any surface area damaged as a result of the exploration project. (NRS 519A.190) Existing law imposes certain requirements on a plan for reclamation regarding the timing of reclamation activities, the provision of vegetative cover and the stability of the land disturbed by the mining operation or exploration project. The operator of the mining operation or exploration project may request from the Division an exception for open pits and rock faces which may not be feasible to reclaim. If such an exception is granted, the Division must require the operator to take sufficient measures to ensure public safety. (NRS 519A.230) **Section 3** of this bill requires that a plan for reclamation of an exploration project or mining operation must provide for the reclamation of a pit lake if the pit lake will have a predicted filled surface area of more than 200 acres. The plan for reclamation for such a pit lake must, if feasible, and subject to the right of the landowner to determine the final and ultimate use of the premises, provide for at least one point of public nonmotorized access for traffic to the water level of the pit lake. **Section 3** also provides that certain past or present owners, operators, lessees or occupants of the premises for which public access to a pit lake is provided pursuant to a plan for reclamation owe no duty to keep the premises safe or to give warning of certain hazardous conditions, and do not incur liability for certain injuries that may occur on the premises in certain circumstances. **Section 4** of this bill requires that an operator who has an ongoing reclamation plan on file with the Division before October 1, 2013, and whose mining operation or exploration project resulted in or included a pit lake provide, on or before July 1, 2014, if feasible, and subject to the right of the landowner to determine the final and ultimate use of the premises, for at least one point of public nonmotorized access to the pit lake as required in **section 3**.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets [~~omitted material~~] is material to be omitted

---

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Sections 1 and 2. (Deleted by amendment.)

Sec. 3. NRS 519A.230 is hereby amended to read as follows:

519A.230 1. A plan for reclamation must provide:

(a) That reclamation activities, particularly those relating to the control of erosion, must be conducted simultaneously with the mining operation to the extent practicable, and otherwise must be initiated promptly upon the completion or abandonment of the mining operation in any area that will not be subject to further disturbance. Reclamation activities must be completed within the time set by the regulations adopted by the Commission pursuant to NRS 519A.160.

(b) For vegetative cover if appropriate to the future use of the land.

(c) For the reclamation of all land disturbed by the exploration project or mining operation to a stability comparable to that of adjacent areas.

2. The operator may request the Division to grant an exception for open pits and rock faces which may not be feasible to reclaim. If an exception is granted, *other than for a pit lake for which public access is provided in a plan for reclamation pursuant to subsection 3,* the Division shall require the operator to take sufficient measures to ensure public safety.

3. *Except as otherwise provided in this subsection, for a pit lake that will have a predicted filled surface area of more than 200 acres, a plan for reclamation must provide, in consultation with the operator and each landowner, including any federal land manager, and, if feasible, for at least one point of public nonmotorized access to the water level of the pit lake when the pit in which the pit lake is located reaches at least 90 percent of its predicted maximum capacity. This subsection:*

(a) Must not be construed to impede the ability of any landowner, including any federal land manager, of any premises on which a pit lake is located to determine the final and ultimate use of those premises;

(b) Does not require any landowner, including any federal land manager, who is consulted pursuant to this subsection to agree to allow access to any pit lake; and

(c) Does not alter any contract or agreement entered into before October 1, 2013, between an operator and a landowner, including any federal land manager.

4. A protected person with respect to any premises for which public access to a pit lake is provided in a plan for reclamation pursuant to subsection 3 owes no duty to keep the premises, including, without limitation, the access area and the pit lake and

its surroundings, safe for entry or use by any other person for participation in any activity, or to give a warning of any hazardous condition, activity or use of the premises to any person entering the premises.

5. If a protected person gives permission to another person to access or engage in any activity with respect to any premises specified in subsection 4, the protected person does not thereby extend any assurance that the premises are safe for that activity or any other purpose or assume responsibility for or incur any liability for any injury to any person or property caused by any act of a person to whom the permission is granted. The provisions of this subsection do not confer any liability upon a protected person for any injury to any other person or property, whether actual or implied, or create a duty of care or ground of liability for any injury to any person or property.

6. Except in the case of an emergency, an operator shall not depart from an approved plan for reclamation without prior written approval from the Division.

~~[4.]~~ *7.* Reclamation activities must be economically and technologically practicable in achieving a safe and stable condition suitable for the use of the land.

8. As used in this section:

(a) "Pit lake" means a body of water that has resulted, after the completion of an exploration project or mining operation, from an open pit that has penetrated the water table of the area in which the pit is located.

(b) "Protected person" means any past or present:

(1) Owner of any estate or interest in any premises for which public access to a pit lake is provided in a plan for reclamation pursuant to subsection 3;

(2) Operator of all or any part of the premises, including, without limitation, any entity that has conducted or is conducting a mining operation or any reclamation activity with respect to the premises;

(3) Lessee or occupant of all or any part of the premises; or

(4) Contractor, subcontractor, employee or agent of any such owner, operator, lessee or occupant.

Sec. 4. 1. On or before July 1, 2014, a plan for reclamation of an exploration project or mining operation filed with the Division of Environmental Protection of the State Department of Conservation and Natural Resources before October 1, 2013, that includes a pit lake having a filled surface area of more than 200 acres must provide, in consultation with the operator of the

exploration project or mining operation and each landowner, including any federal land manager, and, if feasible, for at least one point of public nonmotorized access to the water level of the pit lake when the pit in which the pit lake is located reaches at least 90 percent of its predicted maximum capacity. If it is determined that such access is warranted, the plan for reclamation may be amended and refiled. This subsection:

(a) Must not be construed to impede the ability of any landowner, including any federal land manager, of any premises on which a pit lake is located to determine the final and ultimate use of those premises;

(b) Does not require any landowner, including any federal land manager, who is consulted pursuant to this subsection to agree to allow access to any pit lake; and

(c) Does not alter any contract or agreement entered into before October 1, 2013, between an operator and a landowner, including any federal land manager.

2. As used in this section, "pit lake" has the meaning ascribed to it in subsection 8 of NRS 519A.230, as amended by section 3 of this act.

FORM # 4 - Part 1

NEVADA STATE ENVIRONMENTAL COMMISSION
SMALL BUSINESS IMPACT DISCLOSURE PROCESS
PURSUANT TO 233B "Nevada Administrative Procedures Act"

Note: Small Business is defined as a "business conducted for profit which employs fewer than 150 full-time or part-time employees" (NRS 233B.0382).

RE: Proposed revisions to NAC 519A.250, and NAC 519A.270.

By: Nevada Division of Environmental Protection (NDEP), Bureau of Mining Regulation and Reclamation

1. Does this proposed regulation impose a direct and significant economic burden upon a small business ? No

2. Does this proposed regulation restrict the formation, operation or expansion of a small business ? No

This small business impact disclosure is being made available at the public workshops being held in Elko and Carson City. Copies may also be obtained by calling Paul Comba, Reclamation Branch Supervisor, Bureau of Mining Regulation and Reclamation at (775) 687-9402 or e-mailing pcomba@ndep.nv.gov.

Part 2 of Form #4 is not applicable to the revisions being proposed here by NDEP.

SMALL BUSINESS IMPACT STATEMENT
FORM #4 - Part 2
(NRS 233B.0609)

1. Describe the manner in which comment was solicited from affected small businesses, a summary of the response from small businesses and an explanation of the manner in which other interested persons may obtain a copy of the summary. *(Attach copies of the comments received and copies of any workshop attendance sheets noting which are small businesses.)*

2. The estimated economic effect of the proposed regulation on small businesses:

   a. Both adverse and beneficial effects
   b. Both direct and indirect effects

3. A description of the methods that the agency considered to reduce the impact of the proposed regulation on small businesses. *(Include a discussion of any considerations of the methods listed below.)*

   A. Simplification of the proposed regulation
   B. Establishment of different standards of compliance for a small business
   C. Modification of fees or other monetary interests that a small business is authorized to pay a lower fee.

4. The estimated cost to the agency for enforcement of the proposed regulation. *(Include a discussion of the methods used to estimate those costs.)*

5. If this regulation provides for a new fee or increases an existing fee, the total annual amount the agency expects to collect and manner in which the money will be used.

6. If the proposed regulation includes provisions which duplicate or are more stringent than federal, state or local standards regulating the same activity, provide an explanation of why the proposed regulation is duplicative or more stringent and why it is necessary.

# # # #

Form adopted by the State Environmental Commission on April 20, 2000

UNITED STATES
NUCLEAR WASTE TECHNICAL REVIEW BOARD
2300 Clarendon Boulevard, Suite 1300
Arlington, VA 22201
703-235-4473

October 11, 2013
For Immediate Release

Karyn D. Severson
External Affairs

U.S. NWTRB November Public Meeting to Focus on DOE Spent Nuclear Fuel and High-Level Radioactive Waste Management Research and Development Activities

The U.S. Nuclear Waste Technical Review Board will hold a public meeting in Washington, D.C., on Wednesday, November 20, 2013, to discuss the Department of Energy (DOE) research and development (R&D) activities related to its Used Fuel Disposition Program. The Board will hear presentations on a range of studies being supported by the Office of Used Fuel Disposition R&D, including research on long-term storage of high burnup spent nuclear fuel (SNF), studies on direct disposal of large, dry-storage SNF containers in various geologic media, and evaluation of SNF and high-level radioactive waste disposal options. An overview of studies on advanced separations and waste form technologies being supported by the Office of Fuel Cycle R&D also will be presented. The public meeting will be preceded by a two-day workshop on the Impacts of Dry-Storage Canister Designs on Future Handling, Storage, Transportation, and Geologic Disposal of Spent Nuclear Fuel. A separate press release will be issued on that workshop.

The public meeting will begin at 8:00 a.m. and will be held at the Embassy Suites Hotel, 1250 22nd Street NW, Washington, D.C. 20037; Tel. 202-857-3388. A block of rooms has been reserved at the hotel for meeting and workshop attendees. Reservations can be made online at http://embassysuites.hilton.com/en/es/groups/personalized/W/WASDNES-UNW-20131117/index.jhtml?WT.mc_id=POG, or by calling 800 EMBASSY (800-362-2779). *Reservations must be made by Friday, October 25, 2013, to ensure receiving the meeting rate.* The reservation Group Code Name is UNW.

A detailed agenda will be available on the Board's Web site at http://www.nwtrb.gov approximately one week before the meeting. The meeting will be open to the public, and opportunities for public comment will be provided at the end of the day. Those wanting to speak are encouraged to sign the "Public Comment Register" at the check-in table. A time limit may need to be set for individual remarks, but written comments of any length may be submitted for the

record. Transcripts of the meeting will be available on the Board's Web site after December 18, 2013.

The Board was established in the 1987 amendments to the Nuclear Waste Policy (NWPA) as an independent agency in the Executive branch to perform an ongoing objective evaluation of the technical validity of activities undertaken by the U.S. Department of Energy related to implementing the NWPA. Board members are experts in their fields and are appointed by the President from a list of candidates submitted by the National Academy of Sciences. The Board is required to report its findings, conclusions, and recommendations to Congress and the Secretary. Board reports, correspondence, congressional testimony, and meeting transcripts and materials are posted on the Board's Web site.

For information on the meeting, contact Karyn Severson at severson@nwtrb.gov or Roberto Pabalan at pabalan@nwtrb.gov. For information on lodging or logistics, contact Linda Coultry at coultry@nwtrb.gov. They all can be reached by phone at 703-235-4473.

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UNITED STATES
NUCLEAR WASTE TECHNICAL REVIEW BOARD
2300 Clarendon Boulevard, Suite 1300
Arlington, VA 22201
703-235-4473

October 11, 2013
For Immediate Release

Karyn D. Severson
External Affairs
severson@nwtrb.gov

NWTRB to Hold Technical Workshop on the Impacts of Dry-Storage Canister Designs on Future Handling, Storage, Transportation, and Geologic Disposal of Spent Nuclear Fuel

The U.S. Nuclear Waste Technical Review Board will hold a workshop on Monday, November 18, and Tuesday, November 19, 2013, to identify issues related to how the use of large dry-storage canisters by nuclear utilities for onsite storage will affect future handling, storage, transportation and geologic disposal of spent nuclear fuel (SNF). Unless these canisters can be directly disposed of in a geologic repository, it will be necessary to transfer the SNF they contain into disposal containers prior to permanent disposal.

Repackaging the SNF would have significant implications for the waste management system: it likely will take a long time; it will involve extensive SNF handling operations; and, at decommissioned reactor sites, construction of a pool or dry-transfer facility may be necessary. However, direct disposal of the large dry-storage canisters without repackaging the SNF also would present significant challenges and may affect the geologic environments that would be considered for a repository.

The workshop will look broadly at these issues. It will be open to all interested parties and opportunities will be provided for full participation by all attendees. The workshop will be held in conjunction with the Board's Winter Board meeting, which will be held on Wednesday, November 20, 2013. A separate press release will be issued on that meeting.

The workshop and the Board meeting will be held at the Embassy Suites, 1250 22nd Street NW, Washington, DC 20037; (Tel) 202-857-3388, (Fax) 202-293-3173. A block of rooms has been reserved at the hotel. To make a reservation for either or both meetings, attendees may call 1 800-EMBASSY (362-2779). The group code name for the workshop and meeting is "UNW." Reservations also may be made on the hotel website: http://embassysuites.hilton.com/en/es/groups/personalized/W/WASDNES-UNW-20131117/index.jhtml?WT.mc_id=POG. All reservations must be made by *October 25* to receive the group rate.

The workshop will begin on Monday, November 18, at 1:00 p.m. with a series of presentations that will set the stage for discussion sessions that will take place on the second day of the workshop. On Tuesday, November 19, the workshop will resume at 8:00 a.m. with a call to order and orientation followed by two "break-out" sessions, one focused on the issues that will arise if the SNF stored in dry-storage containers needs to be repackaged and the other focused on the issues that will arise if the dry-storage containers are to be disposed of directly without repackaging the SNF. The break-out sessions will be facilitated and will be held concurrently.

Following a lunch break, there will be a facilitated plenary session at which the outcomes from both morning breakout sessions will be reported, with the opportunity for further discussion by all attendees. Key issues and "takeaways" will be pinpointed during a final plenary session, which will include another opportunity for open discussion. The workshop is scheduled to end at approximately 5:00 p.m.

During the workshop, it may be necessary to set a time limit on individual remarks in order to maintain the schedule, but written comments of any length may be submitted during and after the workshop and will be entered into the record of the meeting. The workshop agenda is available on the Board's website: www.nwtrb.gov. Transcripts of the workshop discussions will be available on the Board's Web site after December 16, 2013.

The Board was established in the 1987 amendments to the Nuclear Waste Policy (NWPA) as an independent agency in the Executive branch to perform an ongoing objective evaluation of the technical validity of activities undertaken by the U.S. Department of Energy related to implementing the NWPA. Board members are experts in their fields and are appointed by the President from a list of candidates submitted by the National Academy of Sciences. The Board is required to report its findings, conclusions, and recommendations to Congress and the Secretary. Board reports, correspondence, congressional testimony, and meeting transcripts and materials are posted on the Board's Web site.

For information on the workshop contact Gene Rowe at rowe@nwtrb.gov or Karyn Severson at severson@nwtrb.gov. For information on meeting logistics contact Linda Coultry at coultry@nwtrb.gov. Gene Rowe can be reached by phone at 703-236-7512. Karyn Severson and Linda Coultry can be reached by phone at 703-235-4473.

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Correspondence #4
10/24/2013

Notice of Proposed Action

by the

State of Nevada

The Administrator of the Division of Environmental Protection (the Division) gives notice that an application for a new Water Pollution Control Permit (WPCP) for the **Fire Creek Infiltration Project**, a mine dewatering water management facility, has been properly filed with the Division of Environmental Protection in Carson City. The Applicant for Water Pollution Control **Permit NEV2013102** (Permit) is:

Klondex Gold & Silver Mining Company
Fire Creek Infiltration Project
1250 Lamoille Highway, Suite 312
Elko, Nevada 89801

The facility is located on a combination of public land, administered by the U.S. Bureau of Land Management, and private land, in Lander County, Nevada, within Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North, Range 47 East, and Section 19, Township 30 North, Range 48 East, Mount Diablo Baseline and Meridian, approximately 4 miles northwest of the town of Crescent Valley, Nevada.

The Project consists of a dewatering water management system designed to infiltrate up to 4,320,000 gallons per day of mine water in two (2) adjacent rapid infiltration basins (RIBs). Dewatering water from underground mine workings, and draindown water from a waste rock repository, are generated at the separate Fire Creek Exploration Project (WPCP NEV2007104), and are treated in an existing Water Treatment Plant (WTP) before being conveyed via pipeline approximately 2 miles to the RIBs. A separate source of cleaner dewatering water from Underground Containment Dam-1 (UCD-1) is also conveyed the RIBs. The Project includes the pipeline, RIBs, piezometers, monitoring wells, and associated valves, air vents, flow meters, staff gauges, stormwater diversion ditch, and other equipment. The Permit requires that all water discharged to the RIBs shall meet all Division Profile I water quality reference values. The Permit also specifies limits on the discharge rate, the minimum depth of the RIBs, and the maximum water depth within the RIBs, and prohibits the formation of new surface seeps or springs. Degradation of waters of the State is prohibited. Hydrologic and geochemical investigations performed by the Applicant demonstrate that, subject to the Permit limits, groundwater quality will not be degraded, and the maximum rise in water level in the nearest residential well, approximately 2.8 miles downgradient (east-southeast) of the RIBs, is predicted to be 4.2 feet. The actual rise in water levels at residential wells will likely be less than this because the infiltration rate is expected to be much lower than the maximum Permitted rate. Monitoring data obtained from the RIBs, groundwater monitoring wells, and piezometers will be used to determine compliance

with the Permit.

The Administrator is constrained to either issue the Permit or to deny the application. The Administrator has made the tentative determination to issue the Permit.

Persons wishing to comment upon the proposed Permit, to recommend terms and conditions for consideration of incorporation into the Permit, or who request a public hearing pursuant to Nevada Administrative Code (NAC) 445A, must submit their written comments, objections, or requests by hand delivery or US Postal Service, or by facsimile or e-mail transmittal, no later than 5:00 PM on the 30th day following the date of publication of this notice (submittal end date 15 November 2013) to:

Division of Environmental Protection
Bureau of Mining Regulation and Reclamation
901 South Stewart Street, Suite 4001
Carson City, NV 89701-5249

All comments, objections, or requests received during the public notice period will be considered in the final determination regarding the Permit. If the Division determines written comments or requests indicate a significant degree of public interest in this matter, the Administrator shall schedule a public hearing in accordance with the requirements of NAC 445A.405.

The draft Permit and all application documents are on file at the Division and are available for public inspection and copying pursuant to Nevada Revised Statutes 445A.665. For more information, contact Tom Gray at (775) 687-9403, or visit the Bureau of Mining Regulation and Reclamation website at http://ndep.nv.gov/bmrr/bmrr01.htm .

STATE OF NEVADA

Department of Conservation and Natural Resources

Division of Environmental Protection

Bureau of Mining Regulation and Reclamation

Water Pollution Control Permit

Permittee: **Klondex Gold & Silver Mining Company**
Fire Creek Infiltration Project
1250 Lamoille Highway, Suite 312
Elko, NV 89801

Permit Number: **NEV2013102 (New 2013)**

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 **Fire Creek Infiltration Project**, in accordance with the limitations, requirements and other conditions set forth in this Permit. The Permittee is authorized to discharge and infiltrate, via rapid infiltration basins, up to **4,320,000 gallons per day** of mine dewatering water.

The facility is located in east central Lander County, in Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North, Range 47 East, and Section 19, Township 30 North, Range 48 East, Mount Diablo Baseline and Meridian, approximately 4 miles northwest of the town of Crescent Valley, Nevada.

The Permittee must comply with all terms and conditions of this Permit and all applicable statutes and regulations.

This Permit is based on the assumption that the information submitted in the application of 16 April 2013, 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 **NOD + 15 Month 2013**, and shall remain in effect until **NOD + 14 Month 2018**, unless modified, suspended, or revoked.

Signed this day of **Month 2013**.

Bruce Holmgren, P.E.
Chief, Bureau of Mining Regulation and Reclamation

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I. Specific Facility Conditions and Limitations

A. In accordance with operating plans and facility design reviewed and approved by the Division the Permittee shall:

1. Construct, operate, and close the facility in accordance with those operating and design plans; and

2. Except for the approved infiltration beneath the rapid infiltration basins (RIBs), contain within the water management system all dewatering fluids, including all meteoric waters which enter the system as a result of the 25-year, 24-hour storm event.

B. Schedule of Compliance:

1. By 01 December 2013, the Permittee shall install and complete approved downgradient monitoring wells GW-4, GW-5, and GW-6. Within 30 days after completion, the Permittee shall submit to the Division an as-built report pursuant to Nevada Administrative Code (NAC) 445A.227, including an as-built drawing, the static water elevation, and an initial Profile I analysis for each well, an updated map of all Permit monitoring locations relative to water management system components, and an updated well completion data table showing coordinates, collar elevation, diameter, screen top and bottom elevations, and completion date for all wells and piezometers in the Permit.

C. The water management system covered by this Permit consists of the following components:

1. High-density polyethylene (HDPE) discharge pipeline from the Water Treatment Plant Permeate Tanks and Underground Containment Dam-1 to the RIBs;

2. Two (2) earthen RIBs (North RIB and South RIB); and

3. Pipes, valves, air vents, flow meters, staff gauges, piezometers, monitoring wells, and any other equipment used in conveyance, control, or detection of dewatering water.

D. Monitoring Requirements

Identification	Parameter	Frequency
1. Discharge Water At point of discharge to RIBs	Profile I[(1)]	Monthly when active
2. RIB Discharge Rate and Water Depth North RIB South RIB	Gallons discharged, and water depth in feet at staff gauge	Daily

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3. Groundwater Monitoring Wells RIB Upgradient Well: GW-3 RIB Downgradient Wells: GW-4, GW-5, GW-6	Static water and collar elevations in feet AMSL; Profile I[1]	Monthly; Quarterly
4. Infiltration Mound Piezometers North RIB Piezometers: PZ-1, PZ-2 South RIB Piezometers: PZ-3, PZ-4	Water and collar elevations in feet AMSL	Monthly

The Permittee may request a reduction in the number of elements and frequency of analyses after four (4) quarters of complete monitoring based on justification other than cost. Such reductions may be considered formal modifications to the Permit.

Abbreviations:

RIB = rapid infiltration basin; AMSL = above mean sea level; SU = standard units; mg/L = milligrams per liter; $CaCO_3$ = calcium carbonate; N = nitrogen; NDEP = Nevada Division of Environmental Protection (the Division)

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 SU)	Zinc
Beryllium	Lead	Potassium	

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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

1. Failure to meet a Schedule of Compliance date or requirement.
2. The floor of each RIB shall be excavated to, and be maintained at, a minimum of 20 feet below the elevation of the lowest point on the native ground surface surrounding the RIB.

3. The facility shall not degrade surface water or groundwater to the extent that applicable water quality standards or reference values are exceeded.

4. Water discharged to the RIBs shall not exceed the following maximum concentrations for dissolved parameters, and shall be free from floating debris, oil, grease, scum, and other pollutants that have a potential to degrade waters of the State or to adversely affect the performance of the RIBs.

Aluminum	0.20 mg/L	Manganese	0.10 mg/L
Antimony	0.006 mg/L	Mercury	0.002 mg/L
Arsenic	0.01 mg/L	Nickel	0.1 mg/L
Barium	2.0 mg/L	Nitrate+Nitrite (Total as N)	10 mg/L
Beryllium	0.004 mg/L	Nitrogen (Total as N)	10 mg/L
Cadmium	0.005 mg/L	pH (± 0.1 SU)	6.5-8.5 SU
Chloride	400 mg/L	Selenium	0.05 mg/L
Chromium	0.1 mg/L	Silver	0.1 mg/L
Copper	1.0 mg/L	Sulfate	500 mg/L
Fluoride	4.0 mg/L	TDS	1000 mg/L
Iron	0.6 mg/L	Thallium	0.002 mg/L
Lead	0.015 mg/L	Zinc	5.0 mg/L
Magnesium	150 mg/L		

5. The total discharge rate to the RIBs shall not exceed 3,000 gallons per minute or 4,320,000 gallons per day, and the 30-day average discharge rate shall not exceed 1,500 gallons per minute or a total of 64,800,000 gallons over 30 days.

6. The water depth in each RIB shall be managed such that it does not exceed three (3.0) feet above the RIB floor.

7. The infiltration mound of subsurface saturation shall not rise to less than 10 feet below the bottom of a RIB or to less than 30 feet below the ground surface, as determined by the piezometers in Part I.D.4. No surface discharges, surface seeps, or artificial springs shall form. Regular drying cycles, a decreased discharge rate to the RIBs, or other approved measures shall be utilized as necessary to prevent, or mitigate for, exceedance of this Permit limit.

8. The Permittee shall complete the monitoring wells described in Part I.B.1 and the piezometers listed in Part I.D.4, and obtain Division approval, prior to commissioning any RIBs.

Exceedances of these limitations may be Permit violations and shall be reported as specified in Part II.B.4.

H. The facility shall maintain an automated device or a calibrated rain gauge, which shall be monitored daily, to record daily precipitation. A written and/or electronic record of all daily accumulations of precipitation shall be maintained on site.

I. The Permittee shall inspect all control devices, systems and facilities weekly. Drainage and containment systems shall also be inspected during, when possible, and after major storm events. These inspections are performed to detect evidence of:

1. Deterioration, malfunction, or improper operation of control systems;
2. Sudden changes in the level of the contents of any monitoring device;
3. The presence of liquids in leak detection systems; and
4. Severe erosion or other signs of deterioration in dikes, diversions, or other containment devices.

J. Prior to initiating permanent closure activities at the facility or at any component within the water management system, the Permittee must have an approved final plan for permanent closure.

K. The Permittee shall remit an annual review and services fee in accordance with NAC 445A.232 starting July 1 after the effective date of this Permit and every year thereafter until the Permit is terminated or the facility has received final closure certification from the Division.

L. The Permittee shall not dispose of or treat Petroleum Contaminated Soil (PCS) on the mine site without first obtaining from the Division approval of a PCS Management Plan.

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

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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 solution collected from monitoring locations identified in Parts I.D.1 and I.D.3, reported on NDEP Form 0190 or equivalent;

   b. Volume and depth measurements collected from monitoring locations identified in Part I.D.2;

   c. Water and collar elevations for monitoring wells and piezometers identified in Parts I.D.3 and I.D.4; and

   d. A record of spills and releases and the remedial actions taken in accordance with the approved Emergency Response Plan on NDEP Form 0490 or equivalent;

   Facilities which have not initiated mining or construction, must submit a quarterly report identifying the status of mining or construction. Subsequent to any noncompliance or any facility expansion which provides increased capacity, the Division may require an accelerated monitoring frequency.

2. The Permittee shall submit an annual report by February 28th of each year, for the preceding calendar year, which contains the following:

   a. A synopsis of spills and releases on NDEP Form 0390 or equivalent;

   b. A brief summary of site operations, including the total number of gallons discharged to the RIBs each month of the year, construction and expansion activities, and major problems with the water management system;

   c. A table of total monthly precipitation amounts reported for either the five-year history previous to the date of submittal or the history since initial Permit issuance, whichever is shorter;

   d. An updated version of the facility monitoring and sampling procedures and protocols;

   e. An updated evaluation of the closure plans using specific characterization data for each component of the water management system with respect to achieving stabilization; and

   f. Graphs of discharge volume, RIB water depth, water elevation, and concentrations of arsenic, chloride, iron, magnesium, manganese, nitrate + nitrite (Total as N), nitrogen (total as N), pH, sulfate as SO_4, and total dissolved solids (TDS), versus time for all fluid monitoring points, as applicable. These graphs shall display either a five-year history previous to the date of submittal or the history since initial Permit issuance,

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whichever is shorter. Additional parameters may be required by the Division if deemed necessary.

3. Release Reporting Requirements: The following applies to facilities with an approved Emergency Response Plan. If a site does not have an approved Emergency Response Plan, then all releases must be reported as per NAC 445A.347 or NAC 445A.3473, as appropriate.

   a. A release of any quantity of hazardous substance, as defined at NAC 445A.3454, to surface water, or that threatens a vulnerable resource, as defined at NAC 445A.3459, must be reported to the Division as soon as practicable after knowledge of the release, and after the Permittee notifies any emergency response agencies, if required, and initiates any action required to prevent or abate any imminent danger to the environment or the health or safety of persons. An oral report shall be made by telephone to (888) 331-6337 for in-State callers or (775) 687-9485 for out-of-State callers, and a written report shall be provided within ten (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 ten (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 land, report as specified in Part II.B.3.c. Smaller releases, with total quantity greater than 25 gallons but less than 100 gallons, released to soil or other surfaces of land, or if discovered in at least three cubic yards of soil, shall be reported quarterly on NDEP Form 0390 or equivalent.

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4. The Permittee shall report to the Administrator any noncompliance with the Permit.

   a. Each such event shall be reported orally by telephone to (775) 687-9400, not later than 5:00 P.M. of the next regular work day from the time the Permittee has knowledge of the circumstances. This report shall include the following:

      i. Name, address, and telephone number of the owner or operator;

      ii. Name, address, and telephone number of the facility;

      iii. Date, time, and type of incident, condition, or circumstance;

      iv. If reportable hazardous substances were released, identify material and report total gallons and quantity of contaminant;

      v. Human and animal mortality or injury;

      vi. An assessment of actual or potential hazard to human health and the environment outside the facility; and

      vii. If applicable, the estimated quantity of material that will be disposed and the disposal location.

   b. A written summary shall be provided within ten (10) days of the time the Permittee makes the oral report. The written summary shall contain:

      i. A description of the incident and its cause;

      ii. The periods of the incident (including exact dates and times);

      iii. If reportable hazardous substances were released, the steps taken and planned to complete, as soon as reasonably practicable, an assessment of the extent and magnitude of the contamination pursuant to NAC 445A.2269;

      iv. Whether the cause and its consequences have been corrected, and if not, the anticipated time each is expected to continue; and

      v. The steps taken or planned to reduce, eliminate, and prevent recurrence of the event.

   c. The Permittee shall take all available and reasonable actions, including more frequent and enhanced monitoring to:

      i. Determine the effect and extent of each incident;

      ii. Minimize any potential impact to the waters of the State arising from each incident;

      iii. Minimize the effect of each incident upon domestic animals and all wildlife; and

      iv. Minimize the endangerment of the public health and safety which arises from each incident.

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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 one-hundred twenty (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 thirty (30) days after any change in previously submitted information.
3. All reports and other information requested by the Administrator shall be signed and certified as required by NAC 445A.231.
4. When ordered consistent with Nevada Statutes, the Permittee shall furnish any relevant information in order to determine whether cause exists for modifying, revoking and reissuing, or permanently revoking this Permit, or to determine compliance with this Permit.
5. The Permittee shall maintain a copy of, and all modifications to, the current Permit at the permitted facilities at all times.
6. The Permittee is required to retain during operation, closure and post-closure monitoring, all records of monitoring activities and analytical results, including all original strip chart or data logger recordings for continuous monitoring instrumentation, and all calibration and maintenance records. This period of retention must be extended during the course of any unresolved litigation.
7. The provisions of this Permit are severable. If any provision of this Permit, or the application of any provision of this Permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Permit, shall not thereby be affected.
8. The Permittee is authorized to manage fluids and solid wastes in accordance with the conditions of this Permit. Issuance of this Permit does not convey property rights of any sort or any exclusive privilege; nor does it authorize any injury to persons or property, any invasion of other private rights, or any infringement of Federal, State or local law or regulations. Compliance with the terms of this Permit does not constitute a defense to any order issued or any action brought under the Water Pollution Control Statutes for releases or

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discharges from facilities or units not regulated by this Permit. NRS 445A.675 provides that any person who violates a Permit condition is subject to administrative or judicial action provided in NRS 445A.690 through 445A.705.

D. Division's Authority

The Permittee shall allow authorized representatives of the Division, at reasonable times, and upon the presentation of credentials to:

1. Enter the Permittee's premises where a regulated activity is conducted or where records are kept per the conditions of this Permit;
2. Have access to and copy any record that must be kept per the conditions of this Permit;
3. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by this Permit; and
4. Sample or monitor for any substance or parameter at any location for the purposes of assuring Permit and regulatory compliance.

E. Sampling and Analysis Requirements

1. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. For each measurement or sample taken pursuant to the conditions of this Permit, the Permittee shall record the following information:
   a. The exact place, date, and time of the inspection, observation, measurement, or sampling; and
   b. The person(s) who inspected, observed, measured, or sampled.
3. Samples must be taken, preserved, and labeled according to Division approved methods.
4. Standard environmental monitoring chain of custody procedures must be followed.
5. Samples shall be analyzed by a laboratory certified or approved by the State of Nevada, as applicable for the method(s) being performed. The Permittee must identify in all required reports the certified and approved laboratories used to perform the analyses, and the laboratory reference numbers, sample dates, and laboratory test dates.
6. The accuracy of analytical results, unless otherwise specified, shall be expressed in mg/L and reliable to at least two (2) significant digits. The analytical methods used must have a lower level of detection equal to or less than one-half the reference value for Profile I parameters.

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

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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 infiltration activities at any site within the State that is owned or operated by the Permittee but not identified and characterized in the application, and prior to the infiltration of water from sources not identified or characterized in the application, the Permittee shall submit to the Division a report that identifies the locations of the proposed infiltration sites, and characterizes the potential of all applicable sources of water to release pollutants. Prior to development of these sites and sources the Division shall determine if any will be classified as water management system components and require engineered containment as well as Permit modification.
3. The Permittee must notify the Division in writing at least thirty (30) days before the introduction of water into a new water management system component or into an existing water management system component which has been materially modified, or of the intent to commence active operation of that water management system component.
4. The Permittee must obtain a written determination from the Administrator of any planned water management system component 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: Thomas E. Gray
Date: 10 October 2013

Revision 00: New permit.

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FACT SHEET

(Pursuant to Nevada Administrative Code (NAC) 445A.401)

Permittee Name: **Klondex Gold & Silver Mining Company**

Project Name: **Fire Creek Infiltration Project**

Permit Number: **NEV2013102 (New 2013)**

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A. Location and General Description

The facility is located in east-central Lander County, in Sections 9, 10, 14, 15, 22, 23, and 24, Township 30 North, Range 47 East, and Section 19, Township 30 North, Range 48 East, Mount Diablo Baseline and Meridian, approximately 4 miles northwest of the town of Crescent Valley, Nevada. The Project is located on a combination of public land, administered by the U.S. Bureau of Land Management, Mount Lewis Field Office, in Battle Mountain, and private land. To access the facility from Battle Mountain, travel east on U.S. Interstate Highway 80 approximately 30 miles to exit 261. Proceed south on Nevada State Route 306 approximately 15 miles, then west on Eureka and Lander County Road G-247 (10th Avenue), just north of the town of Crescent Valley, approximately 3.5 miles to the site. The rapid infiltration basins (RIBs) are located on the north side of the road.

Dewatering water from underground mine workings, and draindown water from a Waste Rock Repository, are generated at the separate Fire Creek Exploration Project (Water Pollution Control (WPC) Permit NEV2007104), and are treated in an existing Water Treatment Plant (WTP) before being conveyed via pipeline to the RIBs. A separate source of cleaner dewatering water from Underground Containment Dam 1 (UCD-1) is also conveyed the RIBs. The Permit requires that all water discharged to the RIBs shall meet all Division Profile I water quality reference values. The Permit also specifies limits on the discharge rate, the minimum depth of the RIBs, and the maximum water depth within the RIBs, and precludes the formation of new surface seeps or springs. Degradation of waters of the State is prohibited. Monitoring data obtained from the RIBs, groundwater monitoring wells, and piezometers are used to determine compliance with the Permit.

B. Synopsis

General Background: This Project is operated in conjunction with the Fire Creek Exploration Project (FCEP; WPC Permit NEV2007104). Within the FCEP, dewatering water is pumped from underground mine workings to the Dewatering Pond. Draindown water from the Waste Rock Repository is collected in the Stormwater Pond. Water from the Dewatering Pond and Stormwater Pond

is pumped to the WTP, which uses chemical precipitation, microfiltration, and reverse osmosis processes to remove suspended and floating pollutants (e.g., sediment, petroleum, drilling additives, etc.), and dissolved arsenic, antimony, iron, manganese, sulfate, nitrate, total nitrogen, and total dissolved solids (TDS), as warranted. The treated water is pumped from the WTP to a series of Permeate Tanks for storage. The treated water, which meets all Profile I reference values, then flows via a gravity discharge pipeline from the last WTP Permeate Tank to the RIBs.

UCD-1 represents a separate source of dewatering water to be discharged in the RIBs. UCD-1 is a sump in the underground workings that is dammed with a small concrete wall and equipped with a dedicated dewatering pump and pipeline to the surface. UCD-1 collects direct seepage from the adjacent ribs and back (underground mine walls and ceiling). The concrete dam physically isolates UCD-1 from other dewatering water, and from potential anthropogenic contaminants such as petroleum, drilling fluids, and blasting agents. UCD-1 water generally meets all Profile I reference values, and therefore does not generally require treatment prior to discharge. The UCD-1 pipeline bypasses the WTP and joins the RIB discharge pipeline at a wye near the Permeate Tanks.

Once the water enters the RIB discharge pipeline it has left the FCEP and is within the (Infiltration) Project. The Project includes the discharge pipeline, the RIBs, piezometers, monitoring wells, and associated valves, air vents, flow meters, staff gauges, and other equipment. The underground workings, Dewatering Pond, Stormwater Pond, Waste Rock Repository, WTP, Permeate Tanks, and interconnecting pipes, pumps, and valves, represent components of the FCEP facility, and are operated in accordance with WPC Permit NEV2007104.

Hydrogeologic Setting: The RIBs are located approximately 2 miles east of the FCEP facility at an elevation of approximately 5,250 feet above mean sea level (AMSL). Existing monitoring well GW-3 serves the dual purpose of a downgradient monitoring well for the FCEP, and an upgradient monitoring well for the RIBs. GW-3 is located approximately 2,500 feet southwest of the RIBs. During the installation of GW-3, 340 feet of Quaternary alluvium were intercepted above 270 feet of Miocene basaltic andesite bedrock. The basaltic andesite varies from solid to moderately fractured, as noted in multiple drill logs. The alluvium is composed of basaltic andesite and meta-sedimentary clasts set in a fine-grained soil matrix. Two caliche horizons were observed during the installation of GW-3, one near the surface and one at a depth of 140 feet below ground surface (bgs). Five shallow geotechnical boreholes drilled near the RIB location intercepted only alluvium to a maximum depth of 100 feet bgs.

West of the RIBs in the Shoshone Mountains, a sequence of Miocene volcanic rocks over 1,000 feet thick, consisting of basaltic andesite and dacite flows, tuffs, and other volcaniclastic rocks, overlies a thick assemblage of Silurian and Devonian siliceous sedimentary rocks that comprises the upper plate of the

Roberts Mountains Thrust. Basalt dikes crosscut the Paleozoic rocks and some of the Miocene volcanic rocks. Faults are present in the area, and cut most, if not all, bedrock units.

Prior to RIB construction, no groundwater was encountered at the maximum drilling depth of 100 feet bgs near the RIBs. However, static water is present in monitoring well GW-3 at an elevation of approximately 4,884 feet AMSL (479 feet bgs), which is within the basaltic andesite bedrock underneath the alluvial section. Groundwater in the Shoshone Mountains west of the RIBs occurs at much higher elevations, in the range of 5,600 to 5,800 feet AMSL. Production well PW-1 at the FCEP exhibits artesian flow, which was measured at 120 gallons per minute (gpm). The groundwater gradient near the RIBs is believed to be east-southeastward. The groundwater gradient will be determined more precisely once the three downgradient monitoring wells approved with this Permit are installed.

Fire Creek is located approximately 0.5 mile south of the RIBs. Fire Creek is fed by multiple springs located approximately 2.5 to 3 miles west of the RIBs (approximately 1 mile west and northwest of the FCEP facility and the Dewatering Pond). Fire Creek flows perennially past the FCEP on its south side, but typically infiltrates into alluvium near the mouth of the canyon south of the RIBs. East of that point Fire Creek flows only ephemerally in response to storm events or snow melt.

Hydrologic Evaluation: Geotechnical and geochemical field investigations were performed in September 2012 and January 2013 to determine the optimal location for the RIBs, the expected infiltration rate, and the potential for mobilization and attenuation of chemical constituents associated with the proposed infiltration. The preliminary geotechnical investigation in September 2012 included 35 test pits, two small-scale percolation tests, and associated laboratory testing. Based on the findings, the location for the RIBs was selected for its coarser-textured soils with less mineral precipitation and cementation than other areas investigated. The final geotechnical investigation in January 2013 included five borings, two test pits, associated laboratory testing, and one each small-scale and large-scale percolation test.

The geometric mean of the percolation test results yields an average hydraulic conductivity of 6.8×10^{-3} cm/sec or 1.9×10^{1} feet/day for the alluvium. The hydraulic conductivity of the basaltic andesite was estimated from bedrock airlift tests performed at the FCEP to be approximately 2×10^{-5} cm/sec or 7×10^{-2} feet/day.

To simulate and investigate the development of an infiltration mound of saturation underneath the RIBs and above the ambient water table, a numerical groundwater flow model was performed using the modeling code MODFLOW-SURFACT. The model was run for a simulated time period of 10 years using an average 1,500 gpm infiltration rate. This corresponds to the maximum average

discharge rate modeled over the entire expected mine life, which means the modeled infiltration mound is likely much larger than the real mound that will form. Alternate modeling runs were performed to test the sensitivity of the model results to different input values for alluvial hydraulic conductivity and RIB discharge rate. The modeling results predict the rapid formation of an infiltration mound beneath the RIBs with near-maximum mound elevation attained within 6 days. The maximum predicted mound elevation is 63 feet below the bottom of the RIBs for the base case, and varies from 5 feet to 140 feet below the RIBs when the alluvial hydraulic conductivity and discharge rate are separately varied from 50% to 200% of the base case values. In the base case, at 10 years the alluvial portion of the mound was predicted to extend about 0.5 mile downgradient from the RIBs, with the lower, bedrock portion of the mound extending further downgradient.

Additional modeling was performed to estimate the rise in groundwater levels in areas downgradient of the RIBs, including an area of residential wells and U.S. Geological Survey (USGS) wells located approximately 2.8-4.0 miles east of the RIBs. The residential and USGS wells are developed in alluvium with static water levels generally 20-100 feet bgs. The same base case average discharge rate (1,500 gpm) and duration (10 years) were used in this additional modeling. The modeling predicts a maximum rise in groundwater level of 4.2 feet in the nearest residential well, which is approximately 13,000 feet east of the RIBs. This maximum rise at the residential wells is predicted to occur 14 years after the RIB discharge begins, which is 4 years after the RIB discharge is expected to cease. The actual maximum rise in residential wells is expected to be less than the predicted rise, because the actual RIB discharge rate will likely be much lower than the modeled average rate of 1,500 gpm. No adverse impacts to groundwater quality are predicted from the RIBs, as described below.

The Permit requires that regular drying cycles, a decreased discharge rate to the RIBs, or other approved measures be utilized as necessary to prevent surface seepage or excessive mounding, which is defined as mounding that rises to less than 10 feet below the bottom of the RIBs or less than 30 feet below the native ground surface.

Geochemical Evaluation: Modified meteoric water mobility procedure (MWMP) analyses were performed on alluvium samples collected at depths of 13-15 feet and 15-25 feet bgs in the RIB area, using dewatering water collected from Underground Containment Dam-1 (UCD-1) in the Fire Creek Mine (WPC Permit NEV2007104). The UCD-1 dewatering water meets all Division Profile I reference values. Profile I analyses performed on the dewatering water after the MWMP extraction indicate that the alluvium at 13-15 feet bgs has a potential to contaminate the infiltrating dewatering water above Profile I reference values with respect to arsenic (0.10 mg/L), chloride (560 mg/L), sulfate (1,800 mg/L), and TDS (3,800 mg/L). However, the alluvium at 15-25 feet bgs has less potential to contaminate the infiltrating dewatering water above Profile I reference

values, and only with respect to arsenic (0.048 mg/L) and TDS (1,200 mg/L). Other testing indicates that the electrical conductivity of the alluvium decreases significantly with depth until about 30 feet bgs, after which it remains at a low value to at least 100 feet bgs.

Column attenuation testing was performed to evaluate more precisely the potential for the infiltrated dewatering water to degrade groundwater. Tests that used shallow alluvium from 4-12 feet bgs in the RIB area indicated significant potential for degradation of groundwater with respect to arsenic, chloride, magnesium, sulfate, and TDS. However, a test that used deeper alluvium down to about 100 feet bgs from borehole B-5 showed that all Profile I parameters except for arsenic remained below Profile I reference values at all tested rinsing rates (up to six pore volumes of rinsate). Arsenic exhibited only a slight exceedance (0.011 mg/L) of the 0.010 mg/L Profile I reference value, and only during the first pore volume rinse. Subsequent rinsing progressively decreased the arsenic concentration in the test effluent below the reference value, indicating that arsenic will be attenuated by the deeper alluvium.

Therefore, the testing indicates that groundwater will not be degraded by the RIBs, provided that the upper alluvium is removed during RIB construction and the discharge water is not allowed to rise up and come into contact with the upper alluvium surrounding the RIBs. The Permit requires that the RIBs be excavated to at least 20 feet below the surrounding native ground surface, and that the infiltration mound is not allowed to rise to less than 10 feet below the RIBs or to less than 30 feet below the native ground surface. The Permit also requires that the water in the RIBs shall not be allowed to exceed 3 feet in depth above the RIB floor to prevent inundation of the shallower alluvium in the RIB side walls.

Facility Design: An approximately 10,860-foot long, high-density polyethylene (HDPE) RIB discharge pipeline conveys dewatering water via gravity from the last WTP Permeate Tank to the RIBs. The first approximately 10 feet of the pipeline from the last Permeate Tank is 3-inch diameter, standard dimension ratio (SDR) 11, HDPE, and includes a gate valve to shut off the flow of treated water to the RIBs, and a check valve to prevent the UCD-1 water from backflowing into the Permeate Tanks. The remaining approximately 10,850 feet of the HDPE RIB discharge pipeline is 12-inch in diameter. At 4,150 feet from the RIBs, the pipeline transitions from thinner walled SDR 11 to thicker walled SDR 9 to accommodate the higher pressures likely in the downstream segment of the pipeline.

The pipeline is designed to handle flows up to 3,000 gpm. It will operate under a gravity flow regime for flows up to 1,000 gpm and under a pressure flow regime for flows exceeding 1,000 gpm. The pipeline is designed to withstand the pressure when both RIB valves are closed, as well as the pressure surge during operation of the valves. The actual RIB discharge flow rate is expected to be much lower than the pipeline design limits. The average mine dewatering flow

rate for the first 6 months of 2013 at the FCEP facility was 26 gpm. The average RIB discharge rate for the first 5 years of RIB operation is expected to be no more than 100 gpm, and thereafter no more than 500 gpm. However, the Project was designed to handle the higher flow rates to include an engineering factor of safety of at least five and a significant hydrologic uncertainty as well.

Because the RIB discharge pipeline maintains a constant downgradient slope, without sags or low points, air release or air relief valves are not required. However, an air-vent combination valve is located on the UCD-1 pipeline at its high point before it joins the RIB discharge pipeline. The RIB discharge pipeline is constructed above and below the native ground surface, utilizing existing grade where possible to maintain a constant downhill grade for gravity flow. Compacted native backfill is used locally to elevate the pipeline above existing grade to maintain the constant downhill grade of the pipeline. At one location, approximately 2,065 feet from the RIBs, a 31.5-foot section of the pipeline is elevated up to 3.5 feet above a natural drainage via a structural steel I-beam supported by concrete footings.

An approximately 3,000-foot middle segment of the pipeline is aligned directly underneath the county access road to avoid archaeologically sensitive areas; the pipe is buried a minimum of 3 feet under the road for structural stability. Because the discharge water must meet all Profile I reference values, and therefore has very little potential to degrade waters of the State, the buried pipeline segments are not double walled or leak detected. Buried pipeline segments are underlain by a minimum 6 inches of compacted minus ¾-inch, pipe-bedding material and overlain by a minimum 12 inches of the same compacted pipe-bedding material, which is overlain, in turn, by compacted, 3-inch minus, well-graded, native backfill material up to the surrounding grade. All pipe-bedding material and native backfill are placed in maximum 12-inch loose lifts and compacted to 90 percent maximum dry density (Modified Proctor, ASTM D1557).

At the RIBs, a wye in the pipeline with valves on both branches allows separate delivery of dewatering water to each RIB, however, under normal circumstances only one RIB will be operated at a time. A flow meter with totalizer is also installed near each RIB valve to monitor the discharge rate and total gallons discharged into each RIB. At the pipe outlet in the bottom of each RIB, an energy dissipater consisting of a tee with 90-degree elbows on each end is anchored to a thrust block and encased within a 10-foot square riprap apron to protect the floor of the RIB from scour. Each riprap apron features a 6-inch thick sub-grade base of riprap bedding material with a D_{50} of 3 inches, upon which the discharge pipe rests, and a 2-foot thickness of coarse riprap with a D_{50} of 18 inches surrounding and covering the pipe outlet tee.

The floor of each of the two earthen RIBs measures 210 feet long by 100 feet wide, and is excavated a minimum of 20 feet deep. The side slopes are constructed at a 2:1 horizontal to vertical (H:V) angle. The RIB bottoms are

ripped to a depth of 3 feet below the finished grade to facilitate infiltration. Earthen ramps cut into the side slope of each RIB provide access to the RIB floor for maintenance and wildlife escape. The discharge pipeline also runs down the ramps to the bottom of each RIB. A gated fence around the RIBs restricts access to the site. A drainage ditch just west of the RIBs diverts upgradient stormwater to a natural drainage south of the RIBs to minimize stormwater capture in the RIBs.

C. Receiving Water Characteristics

At upgradient monitoring well GW-3, approximately 2,500 feet southwest of the RIBs, groundwater is present within basalt bedrock at a depth of approximately 479 feet bgs and an elevation of 4,884 feet AMSL. The groundwater at GW-3 meets all Division Profile I reference values except for naturally elevated manganese, which occurs in concentrations up to 0.5 mg/L. At the RIB location no groundwater was intercepted at the maximum drilling depth of 1100 feet prior to RIB construction. The pre-infiltration groundwater elevation and quality downgradient of the RIBs will be established by new monitoring wells GW-4, GW-5, and GW-6, and piezometers PZ-1, PZ-2, PZ-3, and PZ-4, which must be installed prior to the commissioning of the RIBs.

The Permit requires regular monitoring of water quality and static water elevation in the monitoring wells and piezometers. The piezometers will be used to monitor the elevation of the top of the infiltration mound beneath the RIBs. Monitoring wells GW-4 and GW-5 are located approximately 400-500 feet downgradient (east) of the North RIB and South RIB, respectively, to monitor water quality in the groundwater under the infiltration mound, to ensure that it is not degraded by the RIBs, and the overall static water elevation. Monitoring well GW-6 is located approximately 1.4 miles directly downgradient (east-southeast) of the RIBs, near the site access road and just inside the Lander County line, to monitor water quality and static water elevation in the uppermost saturated zone (groundwater and/or infiltration water) to ensure that the water is not degraded and to check model predictions regarding the magnitude of water rise due to the infiltration.

The Permit and associated regulations prohibit the degradation of groundwater or surface water. A potential for groundwater degradation posed by salts contained in the shallow alluvium is eliminated by Permit limits requiring that the RIBs be excavated at least 20 feet below the surrounding ground surface and that the water depth in the RIBs must not exceed 3 feet above the RIB floor. Attenuation test results performed by the Permittee indicate that these requirements will prevent the RIBs from degrading groundwater.

Several residential water wells are located approximately 2.8-4.0 miles downgradient (east) of the RIBs. Based on the information provided in the Permit application, and subject to the limitations in the Permit, the Project will not adversely impact the water quality in the downgradient residential wells, and will

raise the static water level at the nearest residential well a maximum of 4.2 feet, occurring 14 years after infiltration begins. Actual infiltration rates are expected to be much lower than those modeled, so the rise in groundwater at the residential wells is expected to be less than the modeled 4.2 feet. Monitoring data, especially those from monitoring well GW-6, which is located more than a mile upgradient of the residential wells, will be used to determine if operational changes need to be made at the RIBs or if additional modeling is needed.

The nearest surface water is Fire Creek, approximately 0.5 mile south of the RIBs. Fire Creek is located cross gradient from the RIBs and is not expected to be affected by the Project.

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** newspaper for publication. The Notice is being mailed to interested persons on the Bureau of Mining Regulation and Reclamation mailing list. Anyone wishing to comment on the proposed Permit can do so in writing within a period of 30 days following the date of public notice. The comment period can be extended at the discretion of the Administrator. All written comments received during the comment period will be retained and considered in the final determination.

A public hearing on the proposed determination can be requested by the applicant, any affected State, any affected intrastate agency, or any interested agency, person or group of persons. The request must be filed within the comment period and must indicate the interest of the person filing the request and the reasons why a hearing is warranted.

Any public hearing determined by the Administrator to be held must be conducted in the geographical area of the proposed discharge or any other area the Administrator determines to be appropriate. All public hearings must be conducted in accordance with NAC 445A.403 through NAC 445A.406.

E. Proposed Determination

The Division has made the tentative determination to issue the Permit.

F. Proposed Effluent Limitations, Schedule of Compliance, Special Conditions

See Section I of the Permit.

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G. Rationale for Permit Requirements

The discharge must not degrade waters of the State. The Permittee shall treat the dewatering water prior to discharge, as necessary, to meet Division Profile I reference values. The application demonstrates that groundwater will not be degraded when the RIBs are excavated a minimum of 20 feet below the surrounding ground surface, the water depth in the RIBs is maintained at less than 3 feet above the RIB floor, and the discharge is not allowed to exceed the flow rate limits in the Permit. Upgradient and downgradient monitoring wells are used to detect any changes in receiving groundwater quality. The facility is required to withstand flows from the 100-year, 24-hour storm event, and contain the 25-year, 24-hour storm event. Specific monitoring requirements and Permit limits may be found in the Permit.

H. Federal Migratory Bird Treaty Act

Under the Federal Migratory Bird Treaty Act, 16 U.S. Code 701-718, it is unlawful to kill migratory birds without license or permit, and no permits are issued to take migratory birds using toxic ponds. The Federal list of migratory birds (50 Code of Federal Regulations 10, 15 April 1985) includes nearly every bird species found in the State of Nevada. The U.S. Fish and Wildlife Service is authorized to enforce the prevention of migratory bird mortalities at ponds and tailings impoundments. Compliance with State permits may not be adequate to ensure protection of migratory birds for compliance with provisions of Federal statutes to protect wildlife.

Open waters attract migratory waterfowl and other avian species. High mortality rates of birds have resulted from contact with toxic ponds at operations utilizing toxic substances. The Service is aware of two approaches that are available to prevent migratory bird mortality: 1) physical isolation of toxic water bodies through barriers (e.g., by covering with netting), and 2) chemical detoxification. These approaches may be facilitated by minimizing the extent of the toxic water. Methods which attempt to make uncovered ponds unattractive to wildlife are not always effective. Contact the U.S. Fish and Wildlife Service at 1340 Financial Boulevard, Suite 234, Reno, Nevada 89502-7147, (775) 861-6300, for additional information.

Prepared by: Thomas E. Gray
Date: 10 October 2013

Revision 00: New permit.

Correspondence #5
10/24/2013

Board of County Commissioners
Nye County
Pahrump, Nevada

Pahrump Office
2100 E. Walt Williams Drive
Pahrump, NV 89048
Phone (775) 751-7075
Fax (775) 751-7093

RECEIVED
OCT 17 2013
COUNTY COMMISSION

October 8, 2013

Commisioner Dean Bullock
315 South Humboldt Street
Battle Mountain, Nevada 89820

Subject: **Yucca Mountain & What is at Stake**

Dear: Commisioner Dean Bullock

Yucca Mountain was designated as the nation's geologic disposal site for high-level radioactive waste in July of 2002. The Department of Energy (DOE) submitted a license application to the Nuclear Regulatory Commission (NRC) in 2008. The NRC was in the process of reviewing the application until it was halted by the singular efforts of the NRC Chairman. On August 13, 2013 the U.S. Court of Appeals ruled that action illegal and ordered resumption of the license review.

At a July 31, 2013 hearing of the House Energy Subcommittee on Environment and Economy, Rep John Shimkus suggested to DOE Secretary Moniz that Nevada be at least offered a monetary incentive: ("*Something–another thing that the Blue Ribbon Commission that you're also promoting is that incentives are a key to success and that the estimated cost of this effort is from – from the beginning is $5.6 billion over 10 years.* ***Why not offer this money to Nevada?***")

Please spend a few minutes to review the enclosed Yucca Mountain Fact Sheet. Yucca Mountain is not dead and it may well survive the unfolding legal and political machinations. High-level radioactive waste is not going to go away on its own. Regardless of what you see and hear, Yucca Mountain may someday be a reality. Assuming that Yucca Mountain can be done safely, it is our opinion that Nevadans should have a rational, informed discussion on our expectations of the potential benefits and pitfalls.

Nye, Esmeralda, Mineral, Lander, Churchill, White Pine and Lincoln Counties are on record supporting the NRC's completion of the Yucca Mountain License Application. It is our opinion that all Nevadans need to better understand what is happening and what is at stake. Doing nothing will get us nothing, but even that ought to be an informed decision! Should you choose to go on the record with us, the attached draft generic resolution is offered to assist you to that end. (Contact eenriquez@co.nye.nv.us for an electronic word version of the draft resolution.)

If you have questions or want assistance please contact me at email: dschinhofen@co.nye.nv.us, phone: (775) 751-7075.

Sincerely,

Daniel Schinhofen, Vice Chair
Nye County Board of County Commissioners
Nuclear Waste Liaison Commissioner

DS/jr

Enclosure: Yucca Mountain Fact Sheet – September 2013
Draft Generic Resolution

cc: Nye County Board of County Commissioners
Nye County Manager
Nye County NWRPO
AULGs

YUCCA MOUNTAIN FACT SHEET - September 2013

Yucca Mountain is not Dead!!!

On August 13, 2013, the U.S. Court of Appeals ruled that the Nuclear Regulatory Commission's (NRC) action stopping the Yucca Mountain license review is a clear violation of the law. The Court ordered resumption of the license review.

The Nuclear Waste Policy Act of 1982 was designed to solve the nation's problem of high-level radioactive waste.

The law, amended in 1987, called for a comprehensive review of the feasibility and safety of using geologic disposal at Yucca Mountain, Nevada to house a high level nuclear waste repository. The Department of Energy (DOE) was tasked with making an initial determination. If found safe, DOE was to submit a license application to the NRC.

The law included significant benefits for the State of Nevada and the local communities if Yucca Mountain became the site of the nuclear waste repository. In 2002, Congress overruled Nevada's veto and designated Yucca Mountain for a geologic repository.

In 2008, after nearly 30 years of study, DOE fully documented that disposal at Yucca Mountain would be safe and filed a license application with the NRC.

Nye County's independent science program also concluded that Yucca Mountain could be developed and operated safely.

The staff of the NRC reviewed the science in preparation to issue reports that would conclude the repository at Yucca Mountain would be safe.

Unlawful Actions

Despite the clear mandates in the law, DOE tried to withdraw the license application in 2010. According to the Court's mandamus ruling, the NRC illegally stopped reviewing the license.

Call to Action

Yucca Mountain can be built and operated safely

The people of Nevada should call on their political leaders to comply with Federal law, accept the repository which has been judged safe by at least three different sets of scientists and negotiate as many benefits as possible.

Benefits

With the license review restarted, and three independent groups of scientists (DOE, Nye County, and the NRC) having found Yucca Mountain to be safe, it is time to start considering the benefits Nevada can receive when the repository is built. Nevada should obtain legally-binding agreements between the Federal government and Nevada jurisdictions that include:

*1. **An intervention process:*** that includes a substantive State role in providing oversight and advice for any storage facility/repository, including influence in the Nuclear Regulatory Commission's exercise of its "stop work" authority

*2. **A monitoring process:*** a role for Nevada's Universities that would focus on public health and environmental monitoring activities designed to provide long-term protection for local communities and the State of Nevada.

*3. **A benefits/impact assistance process:*** The resources of all major federal departments or agencies could influence their respective departmental activities in Nevada. Within this context there are things the Executive Branch could direct and those actions that will occur as a result of program execution. The Nuclear Waste Policy Act, as written, includes provisions for "oversight authority" and "payments equal to taxes," but with regard to an expanded "benefits process" for Nevada, this process could be addressed in four major areas:

- ***Water:*** The western watershed allocation of water resources, coupled with desalinization plants on the California coast, could be revised to provide more water to Nevada.
- ***Land transfers:*** Eighty-seven percent of Nevada is managed by the federal government. That percentage could be changed by executive decree/legislative action.
- ***Program implementation activities:*** Development of Yucca Mountain includes rail and road transportation improvements and the repository itself. Economic benefits and activity would result from the siting, construction and operation of storage and/or disposal facilities.
- ***Direct payments:*** Existing law includes provisions for direct cash payments. Negotiating for benefits could provide Nevada and its local communities between $200 million and $500 million per year to host the repository.

Yucca Mountain is not dead. It is the Law!

Sponsored by
Nye, Esmeralda, Mineral, Lander, Churchill, White Pine and Lincoln Counties

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Nye, Esmeralda, Mineral, Lander, Churchill, White Pine and Lincoln Counties

(Each Nevada County) COUNTY RESOLUTION NO. ????-??

A RESOLUTION OF THE (Name of County) COUNTY BOARD OF COMMISSIONERS (Board) (or Supervisors) RESOLUTION SUPPORTING COMPLETION OF THE NUCLEAR REGULATORY COMMISSION'S REVIEW OF THE YUCCA MOUNTAIN LICENSE APPICATION

WHEREAS, the Nuclear Waste Policy Act of 1982, as amended, ("Act") selected Yucca Mountain, located in Nye County, Nevada as the only site to be characterized as the nation's first high-level radioactive waste repository; and

WHEREAS, Congress in July 2002, in accordance with provisions of the Act, as amended, over-rode Nevada's notice of disapproval; and

WHEREAS, Yucca Mountain was designated to be the site for development of a permanent repository for United States spent nuclear fuel and defense high level radioactive waste; and

WHEREAS, the U.S. Department of Energy (DOE), in accordance with the Act, submitted a License Application (LA) to the Nuclear Regulatory Commission (NRC); and

WHEREAS, that LA, in accordance with NRC regulations, was accepted for review by the NRC; and

WHEREAS, the DOE requested withdrawal of its submission of the LA "with prejudice"; and

WHEREAS, the request for withdrawal was denied by the Atomic Safety and Licensing Board (ASLB) and challenged in Federal Court; and

WHEREAS, the Chairman of the NRC halted review of the Yucca Mountain license application; and

WHEREAS, the U.S. Court of Appeals for the District of Columbia (the Court) has ruled that the NRC actions to halt the review are illegal, and issued a Writ of Mandamus compelling the NRC to resume its review of the DOE's license application to construct a Repository at Yucca Mountain; and

WHEREAS, the nation needs to move forward on the established NWPA strategy that provides for the permanent disposal of high level radioactive waste; and,

DRAFT

WHEREAS, the (ABC) Board recognizes that further delays in the development of a permanent geologic repository will result in significant public expenditures and potentially jeopardize the future expansion of nuclear power production and energy independence; and

WHEREAS, the Board is convinced that until such time as the NRC completes its review of the LA, (ABC) County, the State of Nevada and the nation will be denied a scientific and technical determination of the potential of the Yucca Mountain repository to be built and operated safely and successfully; and

WHEREAS, (ABC) County citizens deserve a better understanding of what the construction and operation of Yucca Mountain could mean to all Nevada citizens.

NOW THEREFORE, it hereby is resolved as follows:

1. The Yucca Mountain licensing proceedings should be restarted and the NRC should complete a thorough and detailed review of the License Application; and
2. That relative to the Writ of Mandamus, the NRC's first order of business should be to complete and issue the Safety Evaluation Reports; and
3. Congress should appropriate sufficient funds to proceed with licensing; and
4. If upon completion of the license application review by the NRC staff and the licensing proceeding before the ASLB, the conclusion is that the Yucca Mountain repository can be constructed and operated safely, (ABC) County affirms its support for such construction and operation of the repository; and
5. In light of the DOE's Blue Ribbon Commission (BRC) Implementation Strategy in response to that federally appointed commission, (ABC) County supports the State of Nevada discussing and negotiating potential benefits that can reasonably be associated with Nevada's consent for the construction and operation of Yucca Mountain as the nation's repository for high level waste.
6. A copy of this Resolution and the Policy shall forthwith be forwarded to (ABC) County's independent auditor.

DRAFT

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6. A copy of this Resolution and the Policy shall forthwith be forwarded to (ABC) County's independent auditor.

DRAFT

APPROVED this _____ day of _____, 2011.

(ABC) COUNTY BOARD OF COUNTY COMMISSIONERS:

ATTEST:

_____

(ABC), Chairperson

_____

(ABC) County Clerk
And Ex-Officio Clerk of the Board

///

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DRAFT