

ESMERALDA COUNTY
BOARD OF
COMMISSIONERS
MEETING

September 16, 2014

**NOTICE OF PUBLIC MEETING
OF THE
ESMERALDA COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING**

September 16, 2014
10:00 a.m.
Esmeralda County Courthouse
Commission Chambers
233 Crook Ave., 2nd Floor
Goldfield, Nevada

1. CALL TO ORDER AND ROLL CALL.
2. PUBLIC COMMENTS Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
3. *APPROVAL OF EXPENDITURES.
4. *DISCUSSION/DECISION/APPROVAL: REJECTED VENDOR BILLS FROM AUDITOR'S OFFICE.
5. *TREASURER'S FINANCIAL REPORT.
6. *FOR POSSIBLE ACTION: DISCUSSION/DECISION: Approval to fill Landfill Operator position and all related matters. (Ed Rannells)
7. *FOR POSSIBLE ACTION: DISCUSSION/DECISION: To enter into an agreement with Shaw Engineering, for the FLV Community Center Water Well Project, for engineering services, in the amount of \$34,000 to be paid for by the CDBG funding, and to make them the engineer of record for the FLV Community Center Well Project. (Mike Anderson)
8. *FOR POSSIBLE ACTION: DISCUSSION/DECISION: Discussion and potential decision on the hiring of George Benesch Esq. as co-counsel in any litigation concerning Esmeralda County's Water permit and protest to the Nevada Division of Water Resources for permit 84235 and for possible terms and condition thereof. Tim sensitive due to the forfeiture period ends before the first meeting in October. (Robert Glennen / Michael Anderson)
9. *FOR POSSIBLE ACTION: DISCUSSION/DECISION: Draft, review, revise and approve a letter to the US Forest Service Inyo National Forest regarding the view of Esmeralda County on the Revised Forest Plans. (Commissioner Keyes)

10. PUBLIC COMMENT. (Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)
11. *ADJOURNMENT:

NOTE: The asterisk "*" denotes action agenda items.

NOTE: In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, disability (not all prohibited bases apply to all programs.) To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

The regular meeting of the Esmeralda County Board of Commissioners will be held on August 19, 2014, in the Commission Chambers, Esmeralda County Courthouse, 233 Crook Ave., 2nd floor, Goldfield, Nevada beginning at 10:00 a.m.

In accordance with NRS 241.020 this agenda was posted at the following locations: Commission Chambers, Esmeralda County Courthouse foyer and Goldfield Post Office. In addition, notices were mailed for posting to the following locations: In Goldfield: Goldfield Library. In Silver Peak: Silver Post Office and Silver Peak Library. In Fish Lake Valley: Dyer Post Office, Fish Lake Valley Library.

Agenda items may be taken out of order.

The Commission may combine two or more agenda items for consideration

The Commission may remove an item from the agenda or delay discussion at any time


PUBLIC NOTICE: You will be allowed three (3) minutes per person to speak on issues regarding an agenda item or public comments.

Reasonable effort will be made to assist and accommodate physically handicapped persons attending the meeting. Please contact Amanda Daeseleer at 775-485-3406, at least 48 hours prior to the meeting so that arrangements may be made.

Request to receive the agenda must be made in writing to the Esmeralda County Clerk/Treasurer, PO Box 547, Goldfield, Nevada 89013. A form is available upon request.

If you have any questions regarding this agenda or future agendas, please do not hesitate to contact the Esmeralda County Clerk/Treasurer at 775-485-6309 or 1-800-884-4072.

I Kelly Jo Eagan, Esmeralda County Chief Deputy Clerk/Treasurer, hereby certify that in accordance with NRS 241.020 I posted or caused to be posted, this agenda to the above locations on August 11, 2014.


Kelly Jo Eagan
Esmeralda County
Chief Deputy Clerk/Treasurer

COMMISSIONER'S AGENDA

CALL TO ORDER AND ROLL CALL.

COMMISSIONER'S AGENDA

PUBLIC COMMENT:

(Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting or action.

COMMISSIONER'S AGENDA

***APPROVAL OF EXPENDITURES**

COMMISSIONER'S AGENDA

*** DISCUSSION/DECISION/APPROVAL:**
Rejected Vendor Bills from Auditor's Office

COMMISSIONERS AGENDA

TREASURER'S FINANCIAL REPORT

COMMISSIONER'S AGENDA

*FOR POSSIBLE ACTION: DISCUSSION/DECISION: Approval to fill Landfill Operator position and all related matters.

AGENDA REQUEST FORM

1. Circle or check one: Commission Highway RTC Liquor

2. Discussion/Decision: Approval to fill Landfill Operator position and all related matters.

3. Action: Yes No (You must check one)

4. Fiscal Impact: Yes No (If yes, you must submit explanation with back up information)

5. Funding source: Solid Waste (budgeted position)

6. Business Impact Statement: Yes No (Contact District Attorney for guidance)

7. Related Department notified: Yes No N/A

8. Will be presented by: Ed Rannells

9. Date submitted: 9/4/14 Meeting date: 9/16/14


Agenda Request form and Information must be supplied to the Clerk/Treasurer's office, the Administrative Assistant and related Department Head eight working days (excluding holidays and day of the meeting) or twelve calendar days (excluding holidays and day of the meeting) prior to the meeting date

If backup is not provided, item may be tabled or dismissed.

Backup provided

Backup not provided

10. Backup information received by:

11. Signed: 

Person submitting agenda request

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** To enter into an agreement with Shaw Engineering for the FLV Community Center Water Well Project for engineering services in the amount of \$34,000 to be paid for by the CDBG funding, and to make the engineer of record for the FLV Community Center Well Project.

Corrected
Version

AGENDA REQUEST FORM

- 1. Circle one: Commission Highway RTC Liquor
- 2. *DISCUSSION/DECISION: To enter into an agreement with Shaw Engineering, for the FLV Community Center Water Well Project, for engineering services, in the amount of \$34,000 to be paid for by CDBG funding, and to make them the engineer of record for the FLV Community Center Well Project.
- 3. Action: Yes
- 4. Fiscal Impact: No
- 5. Funding Source: N/A
- 6. Business Impact Statement: No
- 7. Related Department notified: N/A
- 8. Will be presented by: Mike Anderson
- 9. Date submitted: 08/20/14 Meeting Date: ~~09/02/14~~ 9/16/14

Agenda Request form and Information must be supplied to the Clerk/Treasurer's Office, the Administrative Assistant and related Department Head seven days prior to the meeting.

- 10. Backup information received by: _____
- 11. Signed: Richard Holt
Person submitting agenda request

Office use only:
 Accepted [] Accepted with modifications [] Incomplete-returned on _____

Table met 9/16

**AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____
2014 ("Effective Date") between The Esmeralda County
("OWNER") and Shaw Engineering ("ENGINEER").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1--SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide services to the OWNER as described in the Shaw Engineering Proposal dated August 4, 2014 referencing the Fish Lake Valley Community Center Proposal for Engineering Design Services for the maximum not to exceed amount of \$34,000.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

OWNER shall have the responsibilities set forth herein.

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project.

B. Arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

C. Examine all documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render timely decisions pertaining thereto.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. OWNER shall pay ENGINEER for Services set forth in this Agreement as follows:

1. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges as shown in Exhibit A.

2. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (from one year of the date of the Proposal) to reflect equitable changes in the compensation payable to ENGINEER.

4.02 Other Provisions Concerning Payments

A. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt.

ARTICLE 5--OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

ARTICLE 6--GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

6.02 Termination

A. The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice.

6.03 Controlling Law

A. This Agreement is to be governed by the laws of the State of Nevada, Nye County.

6.04 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under law.

6.05 Allocation of Risks – Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners and employees from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's Consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

6.06 Insurance

ENGINEER shall maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

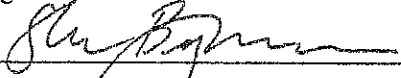
OWNER:
Esmeralda County

By (Signature): _____

Printed Name: _____

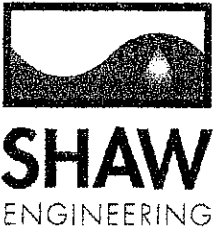
Title: _____

ENGINEER:
Shaw Engineering

By (Signature):  _____

Typed Name: Steve Brigman

Title: Principal



August 4, 2014

Mike Anderson
Esmeralda County
Goldfield Utility
P.O. Box 145
Goldfield, NV 89013

**RE: Fish Lake Valley Community Center – Water Supply
Drill New Well and Rehab Well Building
Engineering Design Services Proposal**

Dear Mr. Anderson:

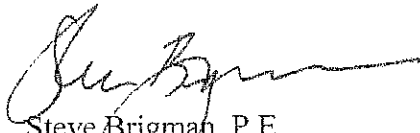
Transmitted herewith is Shaw Engineering's proposal to provide professional engineering services for the above referenced Project. The work proposed will be as summarized in the Fish Lake Valley Community Center Water Project PER Amendment dated October 2013 as Alternative B5 -- Drill New Well to 300 Feet and Rehab Well Building.

Our work includes preparation of bidding documents for drilling a new well including hydrogeologist oversight for well location selection, drilling, development and pump testing. Work also includes preparation of construction drawings, specifications and bidding documents for rehab of the existing well building; and providing construction administration, construction inspection services and material testing as required.

The cost to perform the above scope of services is estimated to be \$34,000 as identified in the PER Amendment. This is a maximum not to exceed amount and our services would be invoiced monthly on a time and materials basis in accordance with our current fee schedule.

Thank you for selecting Shaw Engineering to perform this work and allowing us the opportunity to provide this proposal. If there are any questions please call me.

Sincerely,
SHAW ENGINEERING



Steve Brigman, P.E.
Principal Engineer

20 Vine Street
Reno, Nevada
89503

Telephone:
775.
329.5559

Focsimile:
775.
329.5406

Email:
www.
shawengineering
.com



SHAW
ENGINEERING

2014 FEE SCHEDULE

PROFESSIONAL

Principal	\$155.00/hr
Project Manager	\$145.00/hr
Senior Engineer	\$135.00/hr
Geotechnical Engineer	\$135.00/hr
Professional Engineer II	\$125.00/hr
Professional Engineer I	\$105.00/hr
Staff Engineer II	\$ 95.00/hr
Staff Engineer I	\$ 80.00/hr
Expert Testimony	
Consultations	\$155.00/hr
Reports/Preparations	\$350.00/hr
Trial/Depositions	\$400.00/hr (4 hr.Min.)

TECHNICAL

Special Inspector-IBC 1704	\$100.00/hr
Engineering Technician	\$ 90.00/hr
Planning Technician	\$ 80.00/hr
Drafting/Technician II	\$ 80.00/hr
Drafting/Technician I	\$ 70.00/hr
Construction Inspector II	\$ 95.00/hr
Construction Inspector I	\$ 85.00/hr

ADMINISTRATIVE

Office Administrator	\$ 65.00/hr
Administrative Assistant II	\$ 55.00/hr
Administrative Assistant I	\$ 45.00/hr

OTHER

Subconsultants	Cost + 15%
Mileage	\$0.70/mile
Per Diem	\$125.00/day
Expenses	At Cost

The cost for office equipment, office supplies, hardware and software utilized during a Project is included in the fee schedule. Per Diem applies to Construction Inspectors that are required to spend one night or more on the Project.

F. Financial Information: *From GRANT Application*
AND GRANT AWARDED

1. Project Budget:

Please complete the following table which summarizes the budget categories and funding sources for the proposed project.

Project Title: Fish Lake Valley Community Center Complex Well Construction/Improvement

Cost Category	CDBG	Local		State	Other Federal	Other	Totals
		Cash	In Kind				
ENGINEERING							
Hydrogeologist	6,000	1,000	0	0	0	0	7,000
Construction drawings, specs, bid documents	15,000	0	0	0	0	0	15,000
Construction administration, inspection	12,000	0	0	0	0	0	12,000
<i>Total Engineering</i>	<i>33,000</i>	<i>1,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>34,000</i>
CONSTRUCTION							
Well, equipment	89,000	0	0	0	20,000	0	109,000
Building Renovation	39,200	0	0	0	0	0	39,200
<i>Total Construction</i>	<i>128,200</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>20,000</i>	<i>0</i>	<i>148,200</i>
CONTINGENCY							
	0	15,000	0	0	0	0	15,000
ADMINISTRATION							
	0	0	4,000	0	0	0	4,000
Total Costs							
	161,200	16,000	4,000	0	20,000	0	201,200

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Discussion and possible decision on the hiring of George Benesch Esq. as co-council in any litigation concerning Esmeralda County's Water Permit and protest TO THE Nevada Division of Water Resources for permit number 84235 and for possible terms and condition thereof.

AGENDA REQUEST FORM

- 1. Circle one: Commission Highway Liquor

- 2. Discussion & Decision: Discussion and potential decision on the hiring of George Benesch Esq. as co-counsel in any litigation concerning Esmeralda County's water permit and protest to the Nevada Division of Water Resources for permit 84235 and for possible terms and conditions thereof. Time sensitive due to the forfeiture period ends before the first meeting in October.

- 3. Action: Yes No

- 4. Fiscal Impact: Yes No

- 5. Funding Source: to be determined

- 6. Business Impact Statement: Yes No

- 7. Related Department Notified: Yes No

- 8. Will be presented by: Robert Glennen/Michael Anderson

- 9. Date Submitted: 09/04/14 Meeting Date: 09/16/14

Agenda request form and information must be supplied to the Clerk/Treasurer's Office, Administrative Assistant and related Department Head twelve days prior to the meeting.

IF backup is not provided item may be tabled or dismissed.

Backup Provided **Backup Not Provided**

- 10. Backup information received by: _____

- 11. Signed: Daniel Kaufman Date: 9/4/14
 Person submitting agenda request



TELEPHONE
(775) 827-3100
Email: gbenesch@att.net

LAW OFFICES OF
GEORGE N. BENESCH
190 W. HUFFAKER LANE, SUITE 408
RENO, NEVADA 89511

FAX
(775) 827-3020

September 4, 2014

Via email: escodaoffice@gmail.com

Robert Glennen, III
Esmeralda County District Attorney
P.O. Box 339
Goldfield, Nevada 89013

Dear Mr. Glennen:

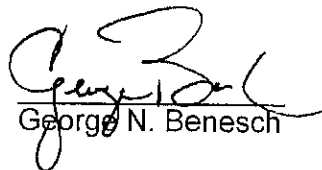
Attached for your review and consideration is a copy of my resume and a proposed Agreement for Legal Services which reflects my understanding of our discussion yesterday. The proposed Agreement is patterned after similar agreements with Lyon and Nye County's.

If you are in agreement please take the necessary steps to get this on the next Board of County Commissioners Agenda. If you are not in agreement, please contact me at the phone number or email address listed above.

By copy of this correspondence and attachments, I am notifying Mike Anderson and Susan Dudley of the status of this matter.

Your assistance is very much appreciated.

Very truly yours,


George N. Benesch

GNB/b
Attachments
cc: Mike Anderson
Susan Dudley

GEORGE N. BENESCH, ESQ.
Law Offices of George N. Benesch
190 W. Huffaker Lane, Suite 408
Reno, Nevada 89511
(775) 827-3100

EXPERTISE Water Law, Public Utility Law and Civil Litigation

EDUCATION McGeorge School of Law, University of the Pacific,
Sacramento, California
Juris Doctor, 1982
University of Nevada, Reno, Nevada
M.S. Resource Economics, 1977
B.S. Agriculture and Resource Economics, 1972

LEGAL EXPERIENCE * Principal, Law Offices of George N. Benesch, Reno, Nevada, January, 1995
- present

Partner, Benesch and Fermoile, Reno, Nevada, May, 1990 - December,
1994

Associate Attorney, Law Offices of Thomas J. Hall, Reno, Nevada,
September, 1989 - April, 1990

Deputy Attorney General for the State of Nevada, Water Resources
Division, Carson City, Nevada, January, 1983 - August, 1989

Law Clerk to Judge James H. Thompson, Department 8, Second Judicial
District Court, Reno, Nevada, August, 1982 - January, 1983

Law Clerk, Public Lands, Natural Resources and Agriculture Section,
Pacific Legal Foundation, Sacramento, California, May, 1980 - June, 1982

Administrative Hearing Analyst, California Department of Social Services,
Chief Counsel's Office, Sacramento, California, September, 1979 - May,
1980

RELATED EXPERIENCE Resource Economist & Land Use Planner (U.S. Forest Service), Water
Planner (State of Nevada Department of Conservation and Natural
Resources)

*Admitted to Practice before Nevada State and Federal Courts, Ninth Circuit Court of Appeals
and United States Supreme Court.

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is hereby entered into on this ___ day of _____, 2014, by and between ESMERALDA COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and GEORGE BENESCH, attorney at law, hereinafter referred to as ATTORNEY.

WITNESSETH:

WHEREAS, COUNTY desires specialized legal counsel in water matters affecting COUNTY; and

WHEREAS, ATTORNEY is licensed to practice law in the State of Nevada, is experienced in legal matters involving water issues, and is desirous of assisting COUNTY's District Attorney on an as requested basis regarding water related matters for compensation; and

WHEREAS, the parties agree in the capacity outlined herein ATTORNEY is an independent contractor and not an employee of COUNTY.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. ATTORNEY will provide legal services on an as requested basis on water matters affecting the COUNTY and its agencies.
2. Commencing _____, 2014, COUNTY will pay ATTORNEY ONE HUNDRED AND SEVENTY (\$170.00) DOLLARS per hour for each hour of legal services provided to COUNTY.
3. COUNTY will pay costs and expenses of ATTORNEY in addition to the amount paid for legal services.
4. ATTORNEY will provide a monthly itemized bill to COUNTY.

5. This Agreement may be terminated by either party with thirty (30) days written notice without cause. If this Agreement is so terminated, BENESCH shall be paid for all services rendered and expenses incurred to the date of receipt of notice of termination.

6. This Agreement cannot be modified except by a writing signed by both parties.

THIS AGREEMENT approved and accepted by the Esmeralda County Board of Commissioners, acting through its duly authorized chair, this ____ day of September, 2014.

ESMERALDA COUNTY
BOARD OF COMMISSIONERS

By: Nancy Boland, Chair

ATTEST:

LaCinda Elgan
Esmeralda County Clerk

DATED this ____ day of _____, 2014.

GEORGE BENESCH
190 W. Huffaker Lane, Suite 408
Reno, Nevada 89511
775-827-3100

Subscribed and sworn to
before me this ____ day of
_____, 2014.

Notary Public

COMMISSIONER'S AGENDA

***FOR POSSIBLE ACTION: DISCUSSION/DECISION:** Draft, review revise and approve a letter to the US Forest Service Inyo NATIONAL Forest regarding the view of Esmeralda County on the Revised Forest plans.

AGENDA REQUEST FORM

1. Circle or check one: Commission Highway RTC Liquor
2. Discussion/Decision: Draft, review, revise and approve a letter to the US Forrest Service Inyo National Forrest regarding the views of Esmeralda County on the Revised Forest Plans.
3. Action: Yes [x] No [] (You must check one)
4. Fiscal Impact: Yes [] No [x] (If yes, you must submit explanation with back up information)
5. Funding source:
6. Business Impact Statement: Yes [] No [x] (Contact District Attorney for guidance)
7. Related Department notified: Yes [] No [x]
8. Will be presented by: Commissioner Keyes
9. Date submitted: September 4, 2014 Meeting date: September 16, 2014

Agenda Request form and Information must be supplied to the Clerk/Treasurer's office, the Administrative Assistant and related Department Head eight working days (excluding holidays and day of the meeting) or twelve calendar days (excluding holidays and day of the meeting) prior to the meeting date

If backup is not provided, item may be tabled or dismissed.

Backup provided [x]

Backup not provided []

10. Backup information received by: AED

11. Signed: 
Person submitting agenda request



U.S. Forest Service
Inyo National Forest
351 Pacu Lane, Suite 200
Bishop, CA 93514

News Release

August 29, 2014
For Immediate Release
Media Contact: Deb Schweizer
(760) 873-2427
debraaschweizer@fs.fed.us
Twitter: @inyoinfo



USFS Pacific Southwest Region Begins Scoping on Revised Forest Plans

The U.S. Forest Service today announced a 30-day public scoping period to start the National Environmental Policy Act process for revising forest plans on the Inyo, Sequoia and Sierra National Forests. The scoping period begins August 29, 2014 with the publishing of the Notice of Intent (NOI) in the Federal Register.

The Inyo, Sequoia and Sierra are three of eight national forests selected as “early adopters,” meaning they will be the first forests to revise their land management plans under the 2012 Forest Service Planning Rule. The planning rule provides the framework for Forest Service land management plans on national forests across the nation.

These three forest plan revisions will be completed through the development of one environmental impact statement (EIS). The final EIS will result in three separate Records of Decision and three separate forest plans. Forest Supervisors are the responsible officials for making decisions on their specific forest plans.

A “scoping period” gives the public a chance to tell the Forest Service what issues and concerns they think should be addressed in the EIS before alternatives are developed and analyzed in the EIS. Public involvement is a critical piece of this analysis and considered in the range of alternatives, which will be made available for public review and comment when drafted.

The Forest Service expects to release a draft of the EIS and alternatives for public review by spring 2015.

The EIS allows for a robust public involvement process, which begins with the scoping period announced today. Public meetings to answer questions and accept written public comment are scheduled. For the Inyo National Forest, they will be held on:

- 6:00-8:00 pm -Monday, September 15, at the Dyer Community Center in Dyer, NV
- 6:00-8:00pm - Thursday, September 18, Tri-County Fairgrounds, Sierra Street & Fair Drive, Bishop, CA

-more-

The Forest Service values public participation. Communications from the public regarding this project, including commenter's names and contact information, will become part of the public record.

Comments, including anonymous comments, will be accepted at any time. However, comments posted after the close of a designated comment period may not be given full consideration. Anonymous comments and comments submitted after the close of the final designated comment period will not provide the commenter standing for administrative review.

Scoping comments must be received by September 29, 2014 and may be submitted:

- Online: <http://tinyurl.com/r5earlyadopters> (click on the "**Comment on Project**" hyperlink under the "Get Connected" topic at the right side of the webpage),
- Electronic mail: R5planrevision@fs.fed.us, or
- U.S. mail: Land Management Plan Revision, U.S. Forest Service, 1839 South Newcomb Street, Porterville, CA 93257.

Please remember to specify which forest or forests your comments apply to. For forest-specific information, please contact that forest directly:

- Inyo NF: Deb Schweizer at 760-873-2427 or debraaschweizer@fs.fed.us
- Sequoia NF: Alicia Embrey at 559-784-1500 or aliciamembrey@fs.fed.us
- Sierra NF: Dirk Charley at 559-297-0706 x4805 or dcharley@fs.fed.us

The NOI, detailed proposed action and maps are available for review at <http://tinyurl.com/r5earlyadopters>.

For earlier information regarding forest plan revision documents and the planning process prior to the release of the NOI and scoping period, please visit the Pacific Southwest Region's planning website at: <http://www.fs.usda.gov/qoto/r5/FPR>.

AMERICANS WITH DISABILITIES: In compliance with the Americans with Disabilities Act, if special assistance to participate in this meeting is needed, please contact the appropriate National Forest. Notification at least 48 hours prior to the meeting will enable the Forest Service to make reasonable arrangements.

###

COMMISSIONER'S AGENDA

PUBLIC COMMENT:

(Discussion only. Action may not be taken on any matter brought up under this agenda item. It must be placed on an agenda, at a later meeting for action.)

COMMISSIONER'S AGENDA

*ADJOURNMENT.