LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, MARCH 03, 2022
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET, YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/81524047862?pwd=MWc1U0NpdHdNaTg0K0FTenlIcjNNdz09

Meeting ID: 815 2404 7862 / Passcode: 161718
Mobile: 1-253-215-8782 / 1-346-248-7799

County Commission meetings are open to the public and members of the public may attend in person and the meetings are also virtual and the public may attend via Virtual Zoom.

Public Comment: Lyon County allows the following alternatives for public comment. If you are attending the virtual Zoom meeting, public comment may be provided by raising your hand and requesting to provide public comment. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. To unmute yourself, dial *6. You can also provide public comment for this meeting by sending us an email Erin Lopez at elopez@lyon-county.org, the day prior to the posted meeting date. Be sure to type, PUBLIC COMMENT, in the subject line.

Written public comments may also be mailed to the Lyon County Manager's Office at 27 S. Main Street, Yerington, Nevada 89447, but all public comments must be received prior to the date of the meeting if the comments are to be included in the supplemental materials. Any written public comment received the day of the Board meeting will be compiled and added as supplemental materials to the County's website and distributed to the Board of Commissioners within 24 hours after the meeting. Members of the Public may attend the meeting in person.

AGENDA

(Action will be taken on all items unless otherwise noted)
(No action will be taken on any item until it is properly agendized).

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting.

The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

Restrictions on comments by the general public: Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.

BOARD OF COMMISSIONERS CONVENING AS OTHER BOARDS - *Members of the Board of County Commissioners also serve as the Liquor Board, Central Lyon Vector Control District Board, Mason Valley Mosquito Abatement District Board, Walker River Weed Control District Board, Willowcreek General Improvement District Board, the Silver Springs General Improvement District Board, and during this meeting may convene as any of those boards as indicated on this or a separately posted agenda.*

NOTE: THIS MEETING MAY BREAK BETWEEN 11:30 - 1:30 FOR LUNCH

1. Roll Call

2. Invocation given by Matt Christiansen of The Church of Jesus Christ of Latter-day Saints

3. Pledge of Allegiance

4. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action. Afterwards, please print your name at the Clerk's desk.*

5. For Possible Action: Review and adoption of agenda

6. Time Certain

6.a. TIME CERTAIN at 9:30 A.M: For Presentation Only: Presentation on possible future Mounted Patrol Unit for the Lyon County Sheriff's Office. Introduction to the program and how it will work and be set up.

6.b. TIME CERTAIN at 9:45 A.M: For Possible Action: Award the Lyon County Solid Waste Disposal Franchise based on the responses received for Request for Proposal #21-10; direct staff to enter into contract negotiations with the winning proposal.
- RFP Response Comparison
- Solid Waste RFP Rate Comparison
- C&S Waste Proposal
- Olcese Waste Proposal
- Waste Management Proposal

7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Present Lyon County Sheriff's Office Special Investigations Unit with a Unit Citation for their outstanding performance for the year 2020-2021.
- LCSO Unit Citation for SIU

8. Commissioners/County Manager reports

9. Elected Official's reports

9.a. For Report Only: Canal Township Justice Court Statistics
- Statistics Report 7-1-21 to 12-31-21

9.b. For Report Only: Dayton Township Justice Court Statistics
- Civil, Criminal & Monthly Statistics January 2022

10. Appointed Official's reports

11. Advisory Board reports

CONSENT AGENDA (Action Will be Taken on All Items) - *All matters listed under the consent agenda are considered routine, and may be acted upon by the Board of County Commissioners with one action, and without an extensive hearing. Any member of the Board or any citizen may request that an item be taken from the consent agenda, discussed, and acted upon separately during this meeting.*

12. For Possible Action: Approve County Commission Minutes

12.a. For Possible Action: Approve the February 17th, 2022 minutes.
- February 17, 2022 Minutes

13. Contracts

13.a. For possible Action: Approve to go out to bid for the 2022 RTC Project in the Smith Valley area for chip sealing, fog sealing, crack sealing and approve the proposals from Farr West for bid preparations, bidding and construction management and Lumos & Associates for the testing and inspections. The total amount will be paid from RTC budget.
-2022 RTC PROJECT Smith Valley
-Farr West Proposal
-Lumos Proposal

14. Other Consent Items

14.a. For Possible Action: Approve the Fernley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 to T&T Lawns Plus for $7,900.00.
- Notice to Bidders 2022
- Landscape bid breakdown 2022
- Fernley Landscape Contract with T&T Lawns 2022

14.b. For Possible Action: Approve the Yerington area landscape contract for the period of Mar 4, 2022 to November 30, 2022 in the amount of $37,125.00 to Class Act Maintenance.
- Notice to Bidders 2022
- Landscape bid breakdown 2022
- Yerington Landscape Contract with Class Act 2022

14.c. For Possible Action: Approve the Smith Valley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 in the amount of $21,200.00 to Class Act Maintenance.
- Notice to Bidders 2022
- Landscape bid breakdown 2022
- Smith Valley Landscape Contract with Class Act 2022

****END OF CONSENT AGENDA****

PUBLIC HEARING ON PLANNING ITEMS - *(ACTION WILL BE TAKEN ON ALL ITEMS)*

15. Planning

15.a. For Possible Action: Vidler Water Company, Inc. – River Ranch Merger & Re-subdivision/Tentative Subdivision Map – Request for a merger & re-subdivision/tentative subdivision map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately 83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River, Dayton, NV (APN 016-022-19; 016-022-31; and 016-022-32) PLZ-2021-116.
- River Ranch Continuance Request Letter
- Staff Report

15.b. For Possible Action: Stan Lucas – Request for Extension of Time – A request to extend the time period in which to record a final subdivision map or the first in a series of final subdivision maps for the Traditions Village 1 tentative subdivision map, approved on May 3, 2018 that allowed for a maximum of 312 single family residential lots on approximately 110.7 acres ranging in size from 6,000 sq. ft to over 20.530 sq. ft. generally located on the west side of the intersection of Prairie Gate Road and Nevada Station Parkway within the former Traditions Planned Unit Development site located northwest of the US 50/Traditions Parkway intersection, Dayton, NV (APN: 016-406-09) (PLZ-18-0013).
- Staff Report

****END OF PLANNING APPLICATIONS****

REGULAR AGENDA - *(Action will be taken on all items unless otherwise noted)*

16. County Manager

16.a. For Possible Action: To discuss and provide direction to the County Manager in regards to developing a Bill Draft Resolution (BDR) for the 2023 Legislature, which may include: discussion on possible topics for a BDR; direction to staff to research and come back with information related to a possible BDR; and input from the public on possible topics for a BDR. The Board may direct staff to prepare a resolution and bring back to the Board for further consideration.

16.b. For Possible Action: Approve a resolution adopting policies for naming county facilities, parks, cemeteries, open space and drainages. (Requested by Commissioner Jacobson)
- Resolution Facility Names (redline edits)
- Resolution Facility Names

16.c. For Possible Action: Approve amended Lyon County Administrative Policies and Procedures, 1-5

County Commission Meetings.
- 1-5 County Commission Meetings (redline edits)

16.d. For Possible Action: Authorize the County Manger and staff to move the ARPA Workshop to April 14, 2022.

16.e. For Possible Action: Discussion and direction in reference to allocating Park Construction Tax to park improvement projects in the Central Lyon County corridor and to direct staff to provide a list of potential projects. (Requested by Commissioner Henderson)

17. Comptroller

17.a. For Possible Action: Approve additional costs to hold bail hearings within forty-eight hours in the estimated amount of $138,506 from a contingency budget transfer, which includes the addition of a vehicle and four new positions: Pretrial Services Supervisor, Pretrial Services Officer, and two Control Room Operators.
- Estimated Cost for Bail Hearings

18. Community Development

18.a. For Presentation Only: A presentation of the Business Impact Statement that was prepared for the cannabis consumption lounge ordinance in accordance with NRS 237.030 to 237.150, inclusive.
- Business Impact Statement and Draft Ordinance

19. Human Services

19.a. For Presentation Only: Presentation on Lyon County Human Services Senior Nutrition Programs and March for Meals campaign.

20. Board Appointments and Resignations

20.a. For Possible Action: Declare the seat of Neil Block from the Stagecoach Advisory Board as vacant due to his passing.

20.b. For Possible Action: Appoint up to three (3) members to the Stagecoach Advisory Board, with one term expiring December 31, 2022, and two terms expiring December 31, 2023.
- Amanda Brinnand, Application
- David Palmer, Application
- Kara Harvey, Application
- LaNona Higley, Application

20.c. For Possible Action: Appoint up to two (2) members to the Central Lyon County Park Advisory Board, with one term expiring December 31, 2022, and the other expiring December 31, 2023.
- Gina Lee, Application
- Kathryn Ataman, Application

21. Other

21.a. For Possible Action: Approve the amended Lyon County Citizen Advisory Board Handbook.

- Citizen Advisory Board Handbook (redline edits)
- NRS CHAPTER 241: MEETINGS OF STATE AND LOCAL AGENCIES

ADJOURN TO RECONVENE AS MASON VALLEY MOSQUITO ABATEMENT DISTRICT BOARD

22. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

23. For Possible Action: Review and Accept District Manager's Report and Minutes

23.a. For Possible Action: Review and accept the January 12, 2022 District Manager's report and minutes.
- Report & Minutes

24. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

ADJOURN TO RECONVENE AS THE LYON COUNTY BOARD OF COMMISSIONERS

25. Agenda Requests

26. Commissioner Comments

27. Closed Session pursuant to NRS 241.015(3)(b)(2) - *To receive information from the District Attorney or counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter, and pursuant to NRS 288.220, to receive a report on the status of ongoing labor negotiations; and direct staff accordingly.*

28. Public Participation (no action will be taken on any item until it is properly agendized) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.*

29. Adjourn

This agenda has been posted in accordance with the open meeting law at the Lyon County Administrative Complex.

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices,

and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternate means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and T) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found on-line at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410; Fax: (202) 690-7442; or Email: program.intake@usda.gov

T.D.D. services available through 463-2301 or 463-6620 or 911 (emergency services) 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 Commissioners'/Manager's office in writing at 27 S. Main Street, Yerington, NV 89447, or by calling (775) 463-6531 at least 24 hours in advance

Lyon County is an equal opportunity provider.

Agenda and Backup Material is
Available at www.lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
6.a

Subject:
TIME CERTAIN at 9:30 A.M: For Presentation Only: Presentation on possible future Mounted Patrol Unit for the Lyon County Sheriff's Office. Introduction to the program and how it will work and be set up.

Summary:
The Lyon County Sheriff's Office has begun the process of establishing a mounted patrol unit (Horses) These programs are very useful in rural areas and are a great community outreach program. We would like to provide you with a brief summery of the program and the benefits. This is an introductory presentation to allow the board to discuss the opportunity to be involved.

Financial Department Comments:
If there is an additional cost for this program, it is not currently included in the budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Presentation on possible future Mounted Patrol Unit for the Lyon County Sheriff's Office.

ATTACHMENTS

-

LYON COUNTY SHERIFF'S MOUNTED HORSE PATROL



DEPUTIES ZIEGENFUSS/FRECKLES AND LENIHAN/MAVERICK

LYON COUNTY SHERIFF'S MOUNTED PATROL

The mission of the Lyon County Sheriff's Mounted Patrol Unit is to represent the Sheriff's Office while on horseback as ambassadors of goodwill, to build and strengthen community partnerships, and deter criminal activity through high visibility engagement.

LYON COUNTY SHERIFF'S MOUNTED PATROL



LYON COUNTY SHERIFF'S MOUNTED PATROL

Why Mounted Patrol?

Many people ask why a Sheriff's Office would have a mounted patrol unit. Here are 3 major reasons why mounted policing in today's society is a continuing tradition and a sought after community policing tool:

1. **Community Engagement *combined with* High Visibility Neighborhood Patrols**

2. **Crowd Management and Special Events**

3. **Search and Rescue**

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **1. Community Engagement *combined with* High Visibility Neighborhood Patrols**
- There is no better tool for community policing and engaging the public than patrolling on horseback. **NO ONE WANTS TO PET A POLICE CAR!** Police horses are an approachable means for an Deputy to interact with the community. They draw people from their homes, workplaces and out of their vehicles to say 'hello' and learn about the beautiful animal they see before them. This is the perfect platform for mounted Deputies to discuss community safety and advise people about any issues or crimes that are occurring in their neighborhoods. Many neighbors meet for the first time when interacting with the Deputies and their Horses on patrol. Getting to know your neighbors is one step closer to having a safer community!
- The Lyon County Sheriff's Mounted Patrol Unit patrols county wide throughout the year and make special appearances for those requesting a visit called COMMUNITY CORRALS. On certain days or events, you can commonly see the Mounted Patrol horses working downtown Yerington, Dayton, or Fernley in the entertainment district or at a special event.

LYON COUNTY SHERIFF'S MOUNTED PATROL



LYON COUNTY SHERIFF'S MOUNTED PATROL

- **The History**
- While it is unknown when the first horse was used in police action, most historians trace the utilization of mounted forces in peacekeeping activities to King Charles' Articles of War, published in 1629." London's Horse Patrol, created in 1805, was the earliest formal mounted police force, and by the 1820s both Australia and Texas had implemented horse-mounted patrol units.
- **The London Bow Street police established a mounted patrol unit in 1758,** and by 1805, the horse patrols "consisted of fifty-two men and animals and were charged with patrolling main roads up to twenty miles distant of London"). This unit mainly handled the threat of highwaymen on the roads leading into London and patrolled the main roads to prevent these threats. Originally, the London Bow Street Horse Patrol did not deal with crowds or riots as later horse-mounted patrols did and still do. The numbers of the Bow Street Horse Patrol were increased in the 1820s because they had proved to be a success, and by the beginning of the 1840s they were an integral part of the London Metropolitan Police.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- The History cont.

The role of the mounted police changed more to crowd control during the nineteenth century due to an increase in social disorder and rioting. Instead of just patrolling the roads leading into London to discourage highwaymen, the duties of the mounted police by 1910 included patrolling common lands, controlling strikebreaking violence and other horsemen, escorting members of the monarchy, and searching for lost children and escaped criminals. "In 1919 the mounted branch of the metropolitan branch was reorganized into a model resembling today's branch". In addition to London, other towns and cities within England adopted this type of unit to supplement police patrols. Newcastle-upon-Tyne adopted a mounted patrol in 1836 and still uses a force of six mounted officers to patrol the woodlands and parks that surround the city. Eighteen U.K. police forces had mounted patrol branches by the end of 1982.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- The History cont.,

- **Horse-mounted patrols within the United States** are often equated with the history of the Texas Rangers in the late 1800s. During the nineteenth century, the rangers had an on-and-off existence but were formally organized in 1835, forming an auxiliary military body to patrol the frontiers between the Colorado and Trinity rivers. The other main responsibility of the rangers was to protect the Texas frontier from Indian attacks during this time. Following the Civil War, their duties shifted from border patrol to straight police work against outlaws.
- **Following the example of the Texas Rangers,** other states, such as Arizona and New Mexico, also implemented horse patrols around the 1900s to improve law enforcement. The main mission of these units was to reduce predations by outlaws. Although many mounted patrols were reduced or disbanded by the introduction and proliferation of automobile and highway patrols, many departments within the United States and the world still have departments with horse patrols that are still used today, yet "there are no accurate statistics on the number of mounted forces in the world today. According to one source there were between seventy and eighty-two units in the USA alone in the early 1980s".

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Economy**

Dismounting Due to the Economy: The recent economy is proving to be a severe threat to police mounted units. As a result of budget cuts due to the global recession, numerous mounted units in cities around the United States were disbanded or downsized in the 2010s. In just under a decade, the number of mounted units went from over 300 full-time mounted units, to fewer than 100. New York City's mounted unit has been severely reduced—to 79 police officers and 60 horses in 2011—down from the 130 officers and 125 horses it had before the downsizing.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Volunteer units**

- **Volunteer units: t**he Burbank Police Department Mounted Unit was revived in 1995 on an experimental basis, primarily for ceremonial occasions. The Mounted Unit members have other primary assignments and are selected on a volunteer basis.
- The volunteer cadre provides their own horse and equipment while assigned to the detail. The officers and their horses constantly train in order to gain additional expertise dealing with crowd control issues and public appearances. Once both the officer and the horse are certified, they are used in a variety of details. You may see them at Police/Fire Service Day, National Night Out, The Hoof and Woof event, teaching safety at our local schools, and instructing at the Regional Occupational Program at the Burbank Animal Shelter.
- The unit is self-supporting, so the ongoing costs related to the care and feeding of the horses are the responsibility of the individual members.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Volunteer units cont:**

Boulder City Police has not only one of the finest mounted police units in the U.S., but it has a stellar developed nonprofit mounted police unit and program led by a dedicated veteran police officer who has been a resident of the city for more than 18 years and has committed himself to serving the community and the department for its betterment and continued positive growth.

They have designed, created and developed one of the most elite mounted police unit models in today's law enforcement and has been called on upon by law enforcement agencies abroad for their knowledge and assistance in helping with the development of mounted police units for those agencies.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Volunteer units**

Boulder City Mounted Police has accomplished this extraordinary task over the years without the financial support or aid from the department or that of the city of Boulder City. It has all been done solely by donations made to this nonprofit unit.

The mounted patrol unit is utilized on the Las Vegas Strip on New Year's Eve and at other large events across the valley. Boulder City now has the only mounted patrol unit in Southern Nevada.

Las Vegas Metropolitan Police disbanded their UNIT shortly after the coronavirus outbreak began. LVMPD gave its equipment and one horse to Boulder City. The Officers of Boulder City Police own and take care of their horses out-of-pocket and through donations.

LYON COUNTY SHERIFF'S MOUNTED PATROL



LYON COUNTY SHERIFF'S MOUNTED PATROL



LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Volunteer units cont:**

What we all share in common is the realization that law enforcement's first mode of travel The Horse remains a valuable resource today.

Lyon County Sheriff's Mounted Patrol plans to follow the mounted patrol model the Boulder City Police Department has established. The LYSO Mounted Patrol will use personal horses and equipment. The Green Sheriff saddle pad will be bought with donations or personnel expenses.

LYSO Mounted Patrol's basic premise of our occupation hasn't changed from the days when the first cops took an oath to protect and serve. We just do it from a height of 10 feet with a 1,200-pound partner. How can we stay focused on our mission in this modern age? Our job is to keep our units and ourselves relevant and plugged into modern policing. We have to make sure command staff understand what mounted units do, how we benefit our communities and how we can make our units cost-effective.

LYON COUNTY SHERIFF'S MOUNTED PATROL

LYSO Mounted Patrol constantly strive to become a better equestrians. We will take pride in our mounts and keep the horse presentable. If you ride a horse, there is a good chance you are in or close to some kind of horse community. Be ready to answer questions from the public. I once saw a mounted officer with his spurs on upside down. Needless to say, he did not leave a favorable impression.

Mounted patrol units are like any other specialized unit within departments. Units come and go if we don't keep them relevant to the mission of our departments.

Our agency have chosen to maintain a donated/self funded mounted patrol unit among our ranks and just get paid to ride our horses at special events. The Mounted Patrol will give a proper return on the investment by being professional, being proactive and, above all, being proud to represent our county.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- Training

- Qualification/Operational Status:

All members/horses of the Mounted Patrol shall qualify annually, horse and rider as a team, and shall successfully pass all tests listed on the qualification (the minimum qualification test adapted for the special demands of Mounted Patrol) prior to being considered "Qualified." All riders/horses must be currently qualified prior to field deployment.

In addition to the annual qualification, the horse and rider team will be observed/ evaluated by trainers/supervisors at the monthly training days regarding traits and general equitation skills, as well as their ability to consistently show overall proficiency regarding; mounted arrest and control, crowd control, mounted weapons training and all other training blocks.

If a qualified/operational rider or horse show deficiency, it shall be documented by a trainer or supervisor and will be grounds for assigning a non-operational status to the horse and/or rider. This horse and/or rider will not be deployed (or regain operational status) until the deficiency has been corrected.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- Training cont.:

The controlled maneuvers annual qualification test will consist of the following:

- Equipment check mount up (left side)
- Forward three steps
- Backward three steps
- Side-pass right
- Side-pass left
- 360 on the front (right)
- 360 on the font (left)
- 360 on the rear (right)
- 360 on the rear (left)
- Dismount (left side)
- Mount up (right side)
- Figure 8 (forward)
- Figure 8 (backward)
- "L" configuration (forward)
- "L" configuration (backward)
- Side-pass over cones or log
- Flare exposure
- Rattling cans exposure/ unit lights and sierns.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- Training cont.:

LYSO Mounted Patrol horses are trained like other horses for basics such as accepting a rider, turning, stopping, and moving. Police horses are then further trained to overcome every basic instinct they have. Police horses are trained not to run, jump, or kick in unpredictable scenarios or around loud noises such as traffic, gunfire, or sirens. Training also includes "desensitizing" horses so they become acclimated to walking through puddles or water of unknown depth, touching unfamiliar things, jumping up to 18" on demand, and walking over material they wouldn't normally, like logs or plastic.

LYSO Mounted Patrol horses are also trained to use their body as a "moving wall" and other crowd-control measures.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Conclusion**

- **Conclusion** just having more Deputies patrolling a city or county does not necessarily mean a safer environment as measured by crime rates. Research by the National Institute of Justice shows policing without focus doesn't produce a reduction in crime.
- Instead, police departments and sheriff's better serve the public by using directed patrols, proactive arrests, cohesive units, and problem-solving at high-crime hot spots recognized through clear and measurable data. Deputies *can* prevent robbery, theft, disorder, gun violence, drunkenness, and other violence, but it first requires a strategic and focused approached.

LYON COUNTY SHERIFF'S MOUNTED PATROL

- **Conclusion**

LYSO deputies take part in community-policing, which includes four key tenants:

- Neighborhood watch
- Intelligence
- Gathering public information, and
- Ensuring public confidence through police legitimacy.

The Mounted Patrol excels at every one of those key tenants. Mounted Patrols are excellent "beacons" to a community. People frequently want to come up to the horses where they otherwise wouldn't to an individual Deputy. This allows for better information gathering, intelligence, and increasing public confidence. Where a Deputy in a car may move through an area so quickly others don't or can't notice it, a horse is much more noticeable and likely to be seen. An Deputies on horseback is as valuable to a situation and the department as 10 Deputies on foot.

The more accurately an Deputy can identify and minimize causes of specific patterns of crime, the less crime there will be. Having mounted Deputies working in conjunction with Deputies on foot, in cars, and on bikes makes for a safer environment and county.

LYON COUNTY SHERIFF'S MOUNTED PATROL




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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
6.b

Subject:
TIME CERTAIN at 9:45 A.M: For Possible Action: Award the Lyon County Solid Waste Disposal Franchise based on the responses received for Request for Proposal #21-10; direct staff to enter into contract negotiations with the winning proposal.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - RFP Response Comparison
- - Solid Waste RFP Rate Comparison
- - C&S Waste Proposal
- - Olcese Waste Proposal
- - Waste Management Proposal

RFP Item	C&S Waste	Olcese Waste	Waste Management
Company Overview			
Legal Entity	C&S Waste Solutions of Nevada	Olcese Waste Services Inc.	Waste Management of Nevada Inc.
Owner or Parent Company	Waste Connections	Tillio Olcese	Waste Management Holdings
Number of years in Business	Parahump Valley Disposal-1997 C&S of Nevada - 2007 Waste Connections - 1997	1997	Waste Management of Nevada -1998
Evidence of Good Standing	Yes	No Certificate	Yes
Subcontractors to be used	D&S Waste (Mason and Smith Valleys)	D&S Waste (Mason and Smith Valleys)	D&S Waste(Mason and Smith Valleys)
Key Staff (Top 3 - for full list see RFP)	Susan VanDelinder - Division Vice President Damon Shea - General Manager, Lassen Co. Mike Smith - General Manager C&S Nevada	Tillio Olcese - President; Rick Lake -General Manager; Terry Berardy - Operations Manager	Barry Skolnick - Director and President; Courtney Tippy - Director; Kendra Kostelecky - Contract Manager.
Location of Office Responsible	Proposed location at 23 Enterprise Way, Dayton NV	125 Industrial Parkway, Mound house, NV (current)	5560 Sheep Dr, Carson City, NV
Annual Revenue	$5.4 Billion (2020)	Sealed/Confidential	$15.22 Billion (2020)
Criminal Disclosures	None	None/Not Addressed	None
Active Civil Disclosures (See RFP for Complete list and details)	Patricia Rich Vs. C&S Waste Solutions of Nevada - Personal Injury Joseph Leftwich Vs. Southwest Environmental Services - Personal Injury	None/Not Addressed	Northwest Administrators, Inv. v. Waste Management of Nevada, Inc.; Sierra Woods, et.al. v. Waste Management of Nevada, Inc.; Nevada Recycling and Salvage, Ltd., and AMB LLC dba Rubbish Runners v. Reno Disposal Company, Inc.; Waste Management; Refuse, Inc.

Experience

Collection Experience/References (Summary, See Full List in RFP)	Town of Pahrump/Town of Amargosa/Town of Beatty/ Inyo County - 1997-present, City of Susanville/Lassen County - 2012-present, City of Selma 2014-2016, City of Clear Lake - 2007-present, Lake County - 2007-present, Ukiah Valley/Anderson Valley Ca - 2007-present	Eureka County - 2019 to present; Churchill County (non-Exclusive) - 2017 to present); City of Fernley (non exclusive, no residential) 2013 to present; City of Sparks (non-exclusive, no residential) 2019 to present; City of Reno (Construction only) 1997 to present; Carson City - (Construction Materials) 2018 to present; Lyon County (Construction) 2018 to present	City of Reno, Washoe County, City of Sparks, Incline Village General Improvement District, Carson City, Storey County, Canyon General Improvement District, City of Fernley and Lyon County.

Proposal For Collection

Hours of Operation	6:00am to 6:00pm Monday to Friday; 7:00am to 6:00pm Saturdays	Not Specified	Residential 6AM-6PM Monday – Friday; Commercial 5AM-5PM Monday – Friday; Industrial 6AM- 6PM Monday - Friday; Lyon County Facilities 5AM-6PM Monday – Friday
Routing Strategy	Leave existing routing in place as much as possible; Software based routing; 3 residential trucks, 1 front loader. Residential Monday to Friday; Commercial may include Saturdays	Software based routing	Existing (Software based)
Collection Methodology	Residential - Side Load; Commercial - Front Load	Residential Side loaders; Commercial Front loaders.	Residential - Automated side loader; Commercial - Front loader;

Vehicles	3 New semi auto side loaders, 1 new front loader, 1 new roll off truck, 1 used rear load truck (backup), 1 new flatbed, 1 new service truck.	Residential - Side loaders; Commercial - front loader; roll off trucks; fork trucks and delivery vehicles	4 2008 side loaders; 2 2009 side loaders; 3 2020 side loaders; 1 2018 side loader; 1 2019 front loader, 1 2000 front loader, 1 2007 front loader; 2 2007 roll off trucks, 1 2020 roll off truck; 1 2012 flatbed' 1 2004 container delivery truck; 1 1995 roll off trailer.
Carts	New-Industry Standard Carts	New-Industry Standard	existing - Industry Standard
Special Features	Tracking App for customers, Trucks with onboard scales	5 camera safety monitoring with Encore	Service Deliver Optimization; Software; drivecam- camera system
Proposal For transfer Stations			
Dayton - Location	Proposed Location - 23 Enterprise Way, Dayton	Sutro Street, Dayton	(Sutro Transfer Station) 3000 US-50, Dayton, NV
Dayton - Hours	8:00am to 4:00pm Monday to Wednesday, Saturday, Sunday	5 Days a week (Days/hours not specified)	8:00am to 4:30 PM Sunday, Monday, Tuesday, Wednesday, Saturday
Silver Springs - Location	2425 Almond Drive (Already Owned)	Davis Street	Current location at 1900 Eureka St, Silver Springs. New facility proposed, location TBD($1,000,000.00 bond for the purchase and completion of a new station)
Silver Springs - Hours	8:00am to 4:00pm Thursday to Sunday	5 days a week (Days/Hours not specified)	8:00am - 4:30pm Tuesday, Wednesday, Thursday
Mason Valley	Operated By D&S	Operated by D&S	Operated by D&S
Smith Valley	Operated by D&S	Operated by D&S	Operated by D&S
Customer Service			
Office Hours	8:00am to 5:00pm Monday to Friday	8:00am to 5:00pm Monday to Friday	8:00am to 5:00pm Monday to Friday

Location	23 Enterprise Way, Dayton	125 Industrial Parkway, Mound house	Work from Home, Carson City Office, Fernley Office. (proposed office in Silver Springs)
Staff	6 Drivers; 2 local Customer Service; 1 ops manager; 6 Support	3 Customer Service Reps	Customer Service - 6; Drivers -16; others-15
Training	Customer Service - 1 week followed by 3 weeks shadowing; Drivers - spend initial time with experienced Drivers	Week long training plus mentoring. Involved ride alongs/shadowing	Customer Service - receives customized training on implementation plan and timelines. Driver - 80 hours of classroom and in field training
Implementation Plan			
Start Date	Contract in April, Collection Starts December 2022	1-Jul-22	Existing
Vehicle Purchase	Purchased or leased immediately following award; back-up vehicles if necessary	to begin immediately-expected to take 9 months	Existing Vehicles
Container Roll Out	New carts; to be delivered over 5 week span depending on collection day	New carts to be delivered starting 6 weeks prior to start date, distribution expected to take 5 weeks.	Existing Containers
Communication	New Customer Packet; outreach materials; newspaper advertisements; new website; social media; community engagement	Brochures; website; town hall meeting; social media; public outreach; business organizations	Website, Postcard, welcome packet,

Lyon County Solid Waste Franchise
RFP Rate Comparison

Residential
Rates are per month excluding franchise fee

	Current Rate	C&S Waste	Olcese Waste	Waste Management
64 Gallon Senior Rate	$ 18.47	$ 20.00	$ 19.20	$ 15.21
96 Gallon w/ 1 Cubic Yard	$ 27.14	$ 30.00	$ 23.99	$ 23.86
64 gallon w/ No excess	$ 21.68	$ 25.00	$ 22.99	$ 21.21
Extra 96 Gallon Cart	N/A	$ 12.00	$ 11.58	$ 7.45
Yard Service Fee (walk in/drive in service)	$ 3.62	$ 10.00	$ 3.40	$ 13.69
Yard Service for disabled/elderly	$ -	$ -	$ -	$ -
Extra bulky item pick up on service day	$ 10.47	$ 10.89	$ 13.00	$ 10.68
Extra bulky item pick up on non service day	$ 69.76	$ 72.55	$ 167.50	$ 71.16
Container replacement fee (Customer at fault)	$ 104.64	$ 104.64	$ 121.75	$ 104.64
Activation/Re-activation	$ 54.98		$ 52.88	$ 57.40
Unusual Accumulations, Collections Per yard	N/A	N/A	$ 57.00	N/A

Commercial
Rates are per month excluding franchise fee

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
1 cubic yard - 1 x week	$ 166.33	$ 241.42	$ 160.00	$ 154.66
1 cubic yard - 2 x week	$ 332.69	$ 482.90	$ 320.00	$ 309.34
1 cubic yard - 3 x week	$ 499.03	$ 724.33	$ 480.00	$ 464.01
1 cubic yard - 4 x week	$ 665.34	$ 965.73	$ 640.00	$ 618.65
1 cubic yard - 5 x week	$ 796.56	$ 1,207.19	$ 800.00	$ 758.32
1.5 cubic yards - 1 x week	$ 218.79	$ 317.57	$ 205.00	N/A
1.5 cubic yards - 2 x week	$ 437.54	$ 635.08	$ 410.00	N/A
1.5 cubic yards - 3 x week	$ 656.34	$ 952.63	$ 615.00	N/A
1.5 cubic yards - 4 x week	$ 875.12	$ 1,270.22	$ 820.00	N/A
1.5 cubic yards - 5 x week	$ 1,093.90	$ 1,587.79	$ 1,025.00	N/A
2 cubic yards - 1 x week	$ 236.41	$ 343.15	$ 223.00	$ 226.14
2 cubic yards - 2 x week	$ 472.82	$ 686.29	$ 446.00	$ 452.28
2 cubic yards - 3 x week	$ 709.27	$ 1,029.49	$ 669.00	$ 678.46
2 cubic yards - 4 x week	$ 945.69	$ 1,372.66	$ 892.00	$ 904.60
2 cubic yards - 5 x week	$ 1,182.09	$ 1,715.78	$ 1,115.00	$ 1,115.73
3 cubic yards - 1 x week	$ 277.92	$ 403.40	$ 265.00	$ 243.48
3 cubic yards - 2 x week	$ 555.78	$ 806.70	$ 530.00	$ 486.90
3 cubic yards - 3 x week	$ 833.69	$ 1,210.09	$ 795.00	$ 730.36
3 cubic yards - 4 x week	$ 1,111.59	$ 1,613.45	$ 1,060.00	$ 973.82
3 cubic yards - 5 x week	$ 1,389.49	$ 2,016.83	$ 1,325.00	$ 1,177.28
4 cubic yards - 1 x week	$ 328.38	$ 476.65	$ 315.00	$ 289.95
4 cubic yards - 2 x week	$ 656.75	$ 953.26	$ 630.00	$ 579.89

Lyon County Solid Waste Franchise
RFP Rate Comparison

Commercial
Rates are per month excluding franchise fee

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
4 cubic yards - 3 x week	$ 985.15	$ 1,429.94	$ 945.00	$ 869.85
4 cubic yards - 4 x week	$ 1,313.53	$ 1,906.57	$ 1,260.00	$ 1,159.80
4 cubic yards - 5 x week	$ 1,641.91	$ 2,383.21	$ 1,575.00	$ 1,404.75
6 cubic yards - 1 x week	$ 477.72	$ 693.41	$ 456.00	$ 467.27
6 cubic yards - 2 x week	$ 955.42	$ 1,386.78	$ 912.00	$ 934.53
6 cubic yards - 3 x week	$ 1,433.13	$ 2,080.17	$ 1,368.00	$ 1,401.79
6 cubic yards - 4 x week	$ 1,910.87	$ 2,773.59	$ 1,824.00	$ 1,869.09
6 cubic yards - 5 x week	$ 2,388.56	$ 3,466.96	$ 2,280.00	$ 2,316.33
96 gallon Commercial Rate 1 x week	$ 64.02	N/A	$ 59.00	$ 50.30
96 gallon Commercial Rate 2 x week	N/A	N/A	$ 110.00	N/A
96 gallon Commercial Rate 3 x week	N/A	N/A	$ 161.00	N/A
96 gallon Commercial Rate 4 x week	N/A	N/A	$ 212.00	N/A
96 gallon Commercial Rate 5 x week	N/A	N/A	$ 263.00	N/A
Activation/Re-activation fee	$ 55.75	N/A	N/A	$ 57.40
Commercial Recycling Bin				
3 Yard 1 x per week	N/A	N/A	N/A	$ 216.70
4 yard 1 x per week	N/A	N/A	N/A	$ 258.06
6 yard 1 x per week	N/A	N/A	N/A	$ 415.87

Roll Off Service
Rates Exclude Franchise Fee

Garbage Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
10 Cubic Yard	N/A	N/A	$ 295.00	N/A
14/15 cubic yard	$ 315.53	$ 393.78	$ 325.00	$ 221.84
20 cubic yard	$ 420.68	$ 525.01	$ 450.00	$ 289.09
30 cubic yard	$ 588.96	$ 735.00	$ 500.00	$ 450.74
30 Cubic yard (Closed Top)	N/A	N/A	$ 550.00	N/A
40 cubic yard	N/A	N/A	$ 575.00	$ 600.80
Compactor Service				
10 yard	$ 523.76	$ 653.65	$ 500.00	$ 414.24
12 Yard	N/A	N/A	$ 545.00	N/A
15 yard	$ 637.24	$ 795.28	$ 590.00	$ 529.98
20 yard	$ 693.40	$ 865.37	$ 725.00	$ 707.27
24 yard	$ 763.60	$ 952.97	N/A	N/A
30 yard	$ 977.64	$ 1,220.10	$ 895.00	$ 1,048.19
40 yard	$ 1,335.37	$ 1,666.54	$ 1,200.00	$ 1,387.08

Lyon County Solid Waste Franchise
RFP Rate Comparison

Other Charges

	Current Rate	C&S Waste	Olcese Waste	Waste Management
Activation/Re-activation	$ 55.75	N/A	$ 52.88	$ 57.40
Roll Off Rate per yard (Unlisted bin Sizes)	$ 21.10	$ 26.25	N/A	N/A
Delivery fee	$ 101.66	$ 100.00	$ 62.00	$ 103.69
Compactor Steam Cleaning Fee (Per Yard)	N/A	N/A	$ 19.00	N/A
Compacted Rate per Yard	N/A	N/A	N/A	$ 34.68
Commercial Extra Pickup 1 Yard	N/A	N/A	N/A	$ 58.00
Commercial Extra Pickup 2 Yard	N/A	N/A	N/A	$ 66.00
Commercial Extra Pickup 3 Yard	N/A	N/A	N/A	$ 74.00
Commercial Extra Pickup 4 Yard	N/A	N/A	N/A	$ 82.00
Commercial Extra Pickup 6 Yard	N/A	N/A	N/A	$ 98.00
Commercial Bin Overage charge per Occurrence	N/A	N/A	N/A	$ 75.00
Commercial Cart Overage Charge per Occurrence	N/A	N/A	N/A	$ 16.00
Commercial Lock/Enclosure Service Per Bin Each Service	N/A	N/A	N/A	$ 2.19
Commercial Lock Installation Charge	N/A	N/A	N/A	$ 50.00
Commercial Container Clean/Exchange	N/A	N/A	N/A	$ 75.00
Roll Off Trip Charge	N/A	N/A	N/A	$ 103.69
Roll Off Relocation Charge	N/A	N/A	N/A	$ 103.69

Transfer Stations
Rates Exclude Franchise Fee

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
MSW - Loose Per Yard	$ 12.91	$ 20.00	$ 12.50	$ 13.45
MSW - Compacted Per Yard	$ 20.20	$ 26.00	$ 20.00	$ 20.88
Construction and Demolition Per Yard	$ 21.59	$ 27.45	$ 21.00	$ 22.30
Dirt, Rock, Concrete, Asphalt Per Yard			$ 61.00	N/A
Freon Recovery	$ 72.30	$ 80.45	$ 68.00	$ 74.03
White Metals Per Item	$ 36.16	$ 40.25	$ 19.00	$ 37.16
Recyclables - Paper, Cardboard, Glass	$ -	$ -	$ -	$ -
Newspaper, Plastics, Magazines, Aluminum, Tin	$ -	$ -	$ -	$ -
Anti-Freeze	$ -	$ -	$ -	$ -
Batteries	$ -	$ -	$ -	$ -
Waste Oil	$ -	$ -	$ -	$ -
Tires up to 20"	$ 14.39	$ 16.00		$ 14.96
Tires over 20"	$ 17.37	$ 19.30	$ 17.00	$ 18.00
Tires- Large Equipment	$ 50.72	$ 56.45	$ 71.00	$ 52.01

Lyon County Solid Waste Franchise
RFP Rate Comparison

Emergency Management

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
Operated Truck (roll off truck w/ container) Per Hour	$ 171.68		$ 45.00	$ 175.11
Construction Equipment - Per Hour	$ 171.68		$ 45.00	$ 175.11

Lyon County Solid Waste Franchise
RFP Rate Comparison

Residential

% of Current Rates (Rates in RED are higher than current rates, rates in GREEN are the same or lower)

	Current Rate	C&S Waste	Olcese Waste	Waste Management
64 Gallon Senior Rate	$ 18.47	108.28%	103.95%	82.35%
96 Gallon w/ 1 Cubic Yard	$ 27.14	110.54%	88.39%	87.91%
64 gallon w/ No excess	$ 21.68	115.31%	106.04%	97.83%
Extra 96 Gallon Cart	N/A	**New $12.00**	**New $11.58**	**New $7.45**
Yard Service Fee (walk in/drive in service)	$ 3.62	276.24%	93.92%	378.18%
Yard Service for disabled/elderly	$ -	0.00%	0.00%	0.00%
Extra bulky item pick up on service day	$ 10.47	104.01%	124.16%	102.01%
Extra bulky item pick up on non service day	$ 69.76	104.00%	240.11%	102.01%
Container replacement fee (Customer at fault)	$ 104.64	100.00%	116.35%	100.00%
Activation/Re-activation	$ 54.98	0.00%	96.18%	104.40%
Unusual Accumulations, Collections Per yard	N/A	**N/A**	**NEW $57.00**	**N/A**

Commercial

% of Current Rates (Rates in RED are higher than current rates, rates in GREEN are the same or lower)

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
1 cubic yard - 1 x week	$ 166.33	145%	96%	93%
1 cubic yard - 2 x week	$ 332.69	145%	96%	93%
1 cubic yard - 3 x week	$ 499.03	145%	96%	93%
1 cubic yard - 4 x week	$ 665.34	145%	96%	93%
1 cubic yard - 5 x week	$ 796.56	152%	100%	95%
1.5 cubic yards - 1 x week	$ 218.79	145%	94%	**N/A**
1.5 cubic yards - 2 x week	$ 437.54	145%	94%	**N/A**
1.5 cubic yards - 3 x week	$ 656.34	145%	94%	**N/A**
1.5 cubic yards - 4 x week	$ 875.12	145%	94%	**N/A**
1.5 cubic yards - 5 x week	$ 1,093.90	145%	94%	**N/A**
2 cubic yards - 1 x week	$ 236.41	145%	94%	96%
2 cubic yards - 2 x week	$ 472.82	145%	94%	96%
2 cubic yards - 3 x week	$ 709.27	145%	94%	96%
2 cubic yards - 4 x week	$ 945.69	145%	94%	96%
2 cubic yards - 5 x week	$ 1,182.09	145%	94%	94%
3 cubic yards - 1 x week	$ 277.92	145%	95%	88%
3 cubic yards - 2 x week	$ 555.78	145%	95%	88%
3 cubic yards - 3 x week	$ 833.69	145%	95%	88%
3 cubic yards - 4 x week	$ 1,111.59	145%	95%	88%
3 cubic yards - 5 x week	$ 1,389.49	145%	95%	85%
4 cubic yards - 1 x week	$ 328.38	145%	96%	88%
4 cubic yards - 2 x week	$ 656.75	145%	96%	88%

Lyon County Solid Waste Franchise
RFP Rate Comparison

Commercial

% of Current Rates (Rates in RED are higher than current rates, rates in GREEN are the same or lower)

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
4 cubic yards - 3 x week	$ 985.15	145%	96%	88%
4 cubic yards - 4 x week	$ 1,313.53	145%	96%	88%
4 cubic yards - 5 x week	$ 1,641.91	145%	96%	86%
6 cubic yards - 1 x week	$ 477.72	145%	95%	98%
6 cubic yards - 2 x week	$ 955.42	145%	95%	98%
6 cubic yards - 3 x week	$ 1,433.13	145%	95%	98%
6 cubic yards - 4 x week	$ 1,910.87	145%	95%	98%
6 cubic yards - 5 x week	$ 2,388.56	145%	95%	97%
96 gallon Commercial Rate 1 x week	$ 64.02	N/A	92%	79%
96 gallon Commercial Rate 2 x week	N/A	N/A	New $110.00	N/A
96 gallon Commercial Rate 3 x week	N/A	N/A	New $161.00	N/A
96 gallon Commercial Rate 4 x week	N/A	N/A	New $212.00	N/A
96 gallon Commercial Rate 5 x week	N/A	N/A	New $263.00	N/A
Activation/Re-activation fee	$ 55.75	N/A	N/A	103%

Commercial Recycling Bin

3 Yard 1 x per week	N/A	N/A	N/A	New $216.70
4 yard 1 x per week	N/A	N/A	N/A	New $258.06
6 yard 1 x per week	N/A	N/A	N/A	New $415.87

Roll Off Service

% of Current Rates (Rates in RED are higher than current rates, rates in GREEN are the same or lower)

Garbage Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
10 Cubic Yard	N/A	N/A	New $295.00	N/A
14/15 cubic yard	$ 315.53	125%	103%	70%
20 cubic yard	$ 420.68	125%	107%	69%
30 cubic yard	$ 588.96	125%	85%	77%
30 Cubic yard (Closed Top)	N/A	N/A	New $550.00	N/A
40 cubic yard	N/A	N/A	New $575.00	New $600.80
Compactor Service				
10 yard	$ 523.76	125%	95%	79%
12 Yard	N/A	N/A	New $ 545.00	N/A
15 yard	$ 637.24	125%	93%	83%
20 yard	$ 693.40	125%	105%	102%
24 yard	$ 763.60	125%	N/A	N/A
30 yard	$ 977.64	125%	92%	107%
40 yard	$ 1,335.37	125%	90%	104%

Lyon County Solid Waste Franchise
RFP Rate Comparison

Other Charges

	Current Rate	C&S Waste	Olcese Waste	Waste Management
Activation/Re-activation	$ 55.75	**N/A**	**95%**	**103%**
Roll Off Rate per yard (Unlisted bin Sizes)	$ 21.10	**124%**	**N/A**	**N/A**
Delivery fee	$ 101.66	**98%**	**61%**	**102%**
Compactor Steam Cleaning Fee (Per Yard)	N/A	**N/A**	**NEW $19.00**	**N/A**
Compacted Rate per Yard	N/A	**N/A**	**N/A**	**New $34.68**
Commercial Extra Pickup 1 Yard	N/A	**N/A**	**N/A**	**New $58.00**
Commercial Extra Pickup 2 Yard	N/A	**N/A**	**N/A**	**New $66.00**
Commercial Extra Pickup 3 Yard	N/A	**N/A**	**N/A**	**New $74.00**
Commercial Extra Pickup 4 Yard	N/A	**N/A**	**N/A**	**New $82.00**
Commercial Extra Pickup 6 Yard	N/A	**N/A**	**N/A**	**New $98.00**
Commercial Bin Overage charge per Occurrence	N/A	**N/A**	**N/A**	**New $75.00**
Commercial Cart Overage Charge per Occurrence	N/A	**N/A**	**N/A**	**New $16.00**
Commercial Lock/Enclosure Service Per Bin Each Service	N/A	**N/A**	**N/A**	**New $2.19**
Commercial Lock Installation Charge	N/A	**N/A**	**N/A**	**New $ 50.00**
Commercial Container Clean/Exchange	N/A	**N/A**	**N/A**	**New $75.00**
Roll Off Trip Charge	N/A	**N/A**	**N/A**	**New $103.69**
Roll Off Relocation Charge	N/A	**N/A**	**N/A**	**New $103.69**

Transfer Stations

% of Current Rates (Rates in RED are higher than current rates, rates in GREEN are the same or lower)

Service	Current Rate	C&S Waste	Olcese Waste	Waste Management
MSW - Loose Per Yard	$ 12.91	**155%**	**97%**	**104%**
MSW - Compacted Per Yard	$ 20.20	**129%**	**99%**	**103%**
Construction and Demolition Per Yard	$ 21.59	**127%**	**97%**	**103%**
Dirt, Rock, Concrete, Asphalt Per Yard		**N/A**	**New $61.00**	**N/A**
Freon Recovery	$ 72.30	**111%**	**94%**	**102%**
White Metals Per Item	$ 36.16	**111%**	**53%**	**103%**
Recyclables - Paper, Cardboard, Glass	$ -	$ -	$ -	$ -
Newspaper, Plastics, Magazines, Aluminum, Tin	$ -	$ -	$ -	$ -
Anti-Freeze	$ -	$ -	$ -	$ -
Batteries	$ -	$ -	$ -	$ -
Waste Oil	$ -	$ -	$ -	$ -
Tires up to 20"	$ 14.39	**111%**	**N/A**	**104%**
Tires over 20"	$ 17.37	**111%**	**98%**	**104%**
Tires- Large Equipment	$ 50.72	**111%**	**140%**	**103%**

Lyon County Solid Waste Franchise
RFP Rate Comparison

Service	Emergency Management Current Rate	C&S Waste	Olcese Waste	Waste Management
Operated Truck (roll off truck w/ container) Per Hour	$ 171.68		26%	102%
Construction Equipment - Per Hour	$ 171.68		26%	102%

C&S WASTE SOLUTIONS



Proposal for Lyon County, Nevada

RFP NUMBER 21/10 SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE

Submitted by: C&S Waste Solutions of Nevada, Inc.
January 31, 2022







Proposal for Solid Waste Collection and Disposal Franchise

RFP NO. 21/10

NAME OF PROPOSER:

C&S Waste Solutions of Nevada, Inc.,
a Nevada Corporation

ADDRESS:

P.O. Box 1310
Pahrump, Nevada 89041

CONTACT PERSON:

Susan VanDelinder

TELEPHONE:

(530) 296-2816
(775) 727-5777 (office)

EMAIL:

susan.vandelinder@wasteconnections.com





Cover Letter

January 31, 2022

Andrew Haskins
Community Development Director
Lyon County Planning Department
27 S. Main Street
Yerington, NV 89447

RE: RFP Number 21/10, Proposal for Solid Waste Collection and Disposal Franchise

Dear Mr. Haskins:

C&S Waste Solutions of Nevada, Inc. ("C&S" or "Company") is pleased to submit a proposal in response to Lyon County's Request for Proposals dated January 31, 2022.

C&S possesses the experience, talent, and financial capability to effectively serve Lyon County, its residents, and its business community for the term of the franchise. Our combined operations in Nevada and California currently serve a population in excess of 138,000 residents. We operate a fleet of 88 solid waste vehicles, including more than 20 automated side loaders, 10 commercial front loaders, 11 roll-offs and 23 transfer trailers, along with a number of industry standard ancillary vehicles.

In 2021, after a significant amount of consideration and diligence, C&S was acquired by Waste Connections, Inc. ("WCI"). C&S now has greater corporate and operational resources to draw from when needed, enhancing our depth and capabilities. Our name did not change and we will be able to operate in the same way that we always have; a local Company, local offices, local customer service representatives, local operations personnel, and local management. WCI ownership provides everything necessary to ensure the continued strength and success of C&S.

WCI and its subsidiaries have been providing municipal solid waste and recycling collection, disposal, and processing services in the United States since 1997 and in Nevada and California since 1998.

Wherever we operate, C&S takes pride in delivering superior service and makes the investments necessary to do so. We value the trust placed in us by all the communities we serve and make a commitment to become active and contributing members of each of these communities. We make that same commitment to Lyon County.

We have continuously operated in Nevada for over 25 years. We understand the State, its communities, its culture, and its environment. We know that our customers are your constituents. Ultimately, our partnership serves the same people. Our focus is always twofold: meeting the demands of today and planning for the needs of tomorrow.

As required by the County's instructions, the following information is offered:

A. Legal Entity Submitting Proposal:

C&S Waste Solutions of Nevada, Inc., a Nevada Corporation

B. Company Contact:

Susan VanDelinder
Division Vice President
Waste Connections of California, Inc.
P.O. Box 1270, Diamond Springs, CA 96619
(530) 296-2816
susan.vandelinder@wasteconnections.com

As required, a surety in the amount of fifteen thousand dollars ($15,000) is enclosed in a separate labeled envelope.

Your review and consideration of our proposal is appreciated. We look forward to discussing our proposal with you and invite you to visit our facilities for a first-hand look at how we conduct our operations.

Sincerely,

Susan L. VanDelinder

Susan VanDelinder





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Code of Conduct

PROPOSER CODE OF CONDUCT

Lyon County is planning to request and receive proposals for Franchise Collection Services within the unincorporated areas of Lyon County.

Lyon County has a desire to maintain a process free from any undue influence and the appearance of impropriety.

A potential proposer ("Potential Proposer") is defined as any individual or entity involved in making a proposal to the County under the request for proposals ("RFP") process. Each Potential Proposer is individually responsible for ensuring compliance with the following Code of Conduct. The Potential Proposer's responsibility to comply with this Code of Conduct shall extend to the Potential Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for the purposes of developing or supporting the Potential Proposer's proposal.

The Proposer Code of Conduct is presented below:

1. Ex Parte Communications Prohibited
From October 21, 2021 until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from having any verbal or written communications (ex parte contacts) with any County Commissioner related to any matter related to the RFP process, except in the course of a legally noticed meeting of the Board of County Commissioners, or any subcommittee of the Board, or in conjunction with an ex parte contact arranged by and involving the County staff and/or consultants. If any such unauthorized ex parte contact occurs, the Commissioners shall disclose its occurrence at the next meeting of the Board of Commissioners meeting that next follows the said ex parte contact.

2. Gift and Compensation Prohibited
From October 21, 2021 until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from giving any gift of any monetary value, or compensation of any kind to a Commissioner or any County staff member or consultant. Please be aware that any Commissioner who accepts such a gift or compensation may be subject to censure by the Board of County Commissioners. Any County staff member who violates this policy may be subject to discipline including termination of services, and any Proposer who violates this policy may be subject to termination of services. Any Potential Proposer who violates this policy as to gifts or compensation may be subject to disqualification by the Board of County Commissioners from the RFP Process.

3. Collusive Activities Prohibited
From October 21, 2021, until the execution of the Agreement with the selected Proposer, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Andrew Haskin via email at ahaskin@lyon-county.org no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.

The following affidavit is submitted by Proposer as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of

the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or framing out to any Proposer or Proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the selection of the Franchisee and completion of the RFP process.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any County official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Proposers and any Lyon County official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of Lyon County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

4. Submission of Code of Conduct
The signed, notarized Code of Conduct must be submitted with the sealed proposal.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Code of Conduct was executed on this 28 day of January, ~~2021~~ 2022 SLV
at Placerville, CA 95667.

SIGNED BY: Susan L. VanDelinder

TITLE: Division Vice President

Subscribed and sworn to before me on this 28th day of January, ~~2021~~ 2022 at TA
Placerville, CA.

Notary Public My Commission expires Aug 31st, 2024

TOMI ABIOLA OJO
COMM # 2332745
EL DORADO County
California Notary Public
Comm Exp Aug. 31, 2024







Executive Summary

EXECUTIVE SUMMARY

C&S Waste Solutions (C&S) is proud of our history, reaching back to 1997, when owners Dave Carroll and John Shea purchased their first solid waste collection company. Since that time, C&S has acquired numerous solid waste and recycling contracts in Nevada and California. C&S continues to demonstrate our commitment and ability to make significant investments in the communities we serve, and has never lost sight of the importance of being responsive and maintaining personal relationships in these communities. We are mindful that as community and solid waste needs change, it is our responsibility to stay ahead of the curve in order to meet the needs of Lyon County.



In September of 2021, after a significant amount of consideration and diligence, C&S came to an agreement with Waste Connections, Inc. (WCI) to acquire the company. Although the name will not change, our depth and capabilities will.

Not only will C&S now have abundant resources to draw from when needed, we will be able to operate in the same way: same local Company, same local offices, same local customer service representatives, same local operations personnel, and same local management. WCI ownership provides everything necessary to ensure the continued strength and success of both C&S as well as the communities it serves.

This proposal submitted by C&S offers the following advantages to Lyon County, its residents, and its businesses:

EXPERIENCE THAT CAN BE TRUSTED

C&S maintains positive and cooperative relationships in jurisdictions we serve. We deliver timely responses and fulfill all promises and commitments without excuses, which is why C&S has favorable recommendations from every jurisdiction we serve. WE BELIEVE THAT TRUST IS NOT A GIVEN. It is earned every time a container is emptied or a customer contact is made. We work hard to meet the highest standard for quality performance, for today and for tomorrow.

We also know that each community we serve is unique, and that needs are different in each locale. Accordingly, we tailor our programs to reflect the specific desires of our communities and by doing so, we embrace a local approach to our business.

DYNAMIC AND SKILLED MANAGEMENT TEAM

C&S is managed by a group of highly experienced people. Our personnel operating C&S have a broad spectrum of experience in all aspects of collection, vehicles, equipment, processing, marketing, and public education. Moreover, our team is dedicated to working cooperatively and collaboratively with franchising agencies, governmental entities and customers, and we have a demonstrated track record of operating responsibly and professionally.

SEAMLESS TRANSITION

C&S has a wealth of experience necessary to successfully transition services without interruption or inconvenience to the County or its residents and businesses. Customers will have the same configuration of carts and bins that they had with the current provider. The only evident change observed by customers will be the color of containers, and the color of the collection trucks. In the experience of C&S, maintaining the status quo wherever possible during transition vastly improves public acceptance of a change in service providers.

A RATE STRUCTURE THAT IS SUSTAINABLE

The proposed rate structure has been designed to reflect realistic revenue needs necessary to assure delivery of services over the life of the Agreement.

ESTABLISHMENT OF A LOCAL OFFICE AND PERSONAL PHONE RESPONSES

A local office will be established within a centrally located area of Lyon County. C&S intends to purchase and develop property at 23 Enterprise Way in Dayton, Nevada, for an office. Customers will be welcomed to visit the office for answers to questions, pick-up brochures and printed materials, request service changes, or make bill payments. All calls will be answered personally by local employees working in the County. Calls will not be routed to a call center.

C&S MISSION STATEMENT

C&S Waste Solutions will be a leading provider of comprehensive solid waste and recycling services through reliable, sustainable, and visionary practices.

CORE VALUES

* ***Deliver environmentally sound, technologically advanced, and cost-effective solutions***
* ***Embrace innovation and forward-thinking strategies***
* ***Design sustainable programs targeted for minimal environmental impact***
* ***Value and reward employee contributions***
* ***Remain flexible and responsive to the needs of our customers and communities***
* ***Guarantee superior customer service***

SUPERIOR CUSTOMER SERVICE

C&S prides itself on delivering superior customer service. We strive to offer more than service. We strive to offer solutions. All customer service representatives undergo extensive training, and C&S utilizes a state-of-the-art software system that includes tablets in vehicles that interconnect drivers with office personnel. Communication happens in "Real Time" and customer inquiries can be instantly addressed.



Additionally, as part of its comprehensive customer service strategy, C&S will develop a Lyon County specific website or webpage on its existing site, create social media pages through Facebook and Twitter, as well as offer a Lyon County mobile application developed through ReCollect, which can be downloaded by customers on computers, tablets, or cell phones.

TAILORED PUBLIC EDUCATION AND OUTREACH PROGRAM

The proposed Public Education and Outreach Program includes a variety of methods for communicating with customers about current services, service changes, recycling opportunities, and more. C&S will prepare materials that explain the transition of service providers, rates, billing procedures, office and website access and any new programs that will be offered.

INVESTMENTS IN COMMUNITIES SERVED

C&S has made notable financial commitments in other areas we serve.

LYON COUNTY:

Purchased land at 2425 Almond Drive in Silver Springs, Nevada to site a new transfer station.

C&S intends to purchase land at 23 Enterprise Way to establish its customer service office, maintenance shop and transfer station.

LASSEN COUNTY, CALIFORNIA:

Purchased property and established an office, truck parking and maintenance facility, recyclables processing and storage and loading dock.

PAHRUMP, NEVADA:

Constructed an office and maintenance facility including a small MRF, scrap metal operation, and wastewater treatment plant. Additional property has been purchased to accommodate long term growth. C&S also operates the Nye County landfill and the Company has purchased property adjacent to the landfill in order to facilitate expansion of that facility.

LAS VEGAS, NEVADA:

Purchased property and a permitted scrap metal facility and made significant investments in upgrades.

UKIAH, CA:

Purchased property and permitted wood chipping and inert debris processing operations as well as an organic waste compost facility.

COMPLIANCE WITH LAWS AND REGULATIONS

All Company operations are in compliance with applicable laws and regulations of the State of Nevada. Additionally, all affiliates are in compliance with laws and regulations of the State of California.

ASSISTANCE TO COUNTY IN EMERGENCIES

C&S has the experience and facilities to provide wrap-around support after a natural disaster. As members of communities who have survived multiple natural disasters, we are prepared with locations for staging/storage, facilities for transfer and processing, equipment for transport and backhauling, and personnel at the ready to get the job done.

EXPERIENCE WITH COLLECTION ENVIRONMENT

C&S is familiar with the collection environment of Lyon County, having operated and lived in Nevada and the Eastern Sierra region for many years. C&S operates equipment that functions in seasonal climates such as Lyon County's and is skilled in making adjustments to accommodate weather conditions and performing collections during cold, windy and snow events, as well as flash floods and fires.

RECYCLING EXPERIENCE IN NEVADA



C&S is proud of its recycling accomplishments in the State of Nevada having implemented one of the first sustainable recycling programs for residents and businesses in rural Nevada. Nevada has no regulated mandates other than a goal of 25% diversion and population thresholds that drive the creation and implementation of a recycling program. For more than a decade prior to Nye County's population reaching the minimum threshold for a program, C&S has been successfully operating recycling programs in Pahrump, Beatty, Amargosa Valley, and remote parts of Death Valley. Additionally, by implementing aggressive diversion at the Nye County Landfill, C&S has added more than two decades of life to that facility, which was once scheduled to close in 2009.

LOCAL PURCHASING PREFERENCE

C&S recognizes that the success of local communities is directly linked to the success of the local businesses within those communities. Thus, C&S makes a dedicated effort to purchase materials, supplies, parts, and equipment from local businesses whenever possible.

COMMUNITY ENGAGEMENT

C&S is proud of its continuing involvement in the business, social, and cultural activities within the communities it serves. The company is a member of the Chamber of Commerce in all communities where we work. The Company has a history of making both service and financial donations to a variety of local charitable, non-profit, and civic organizations involved in community enhancement. Activities range from providing free containers for garbage and recycling at civic and community dinners, to offering bins and containers to groups dedicated to environmental clean-ups, as well as delivering free compost for use in community gardens. Additionally, C&S is an active supporter of local county fairs and an energetic “buyer” of animals reared by 4-H and FAA members.

This involvement is not based on any contractual requirements. Rather, it is a recognition that business support and participation across a wide range of civic events and non-profit efforts serves to strengthen the livability, vibrancy, and well-being of our community.







Section I

Company Overview

SECTION I

COMPANY OVERVIEW

A. BUSINESS STRUCTURE

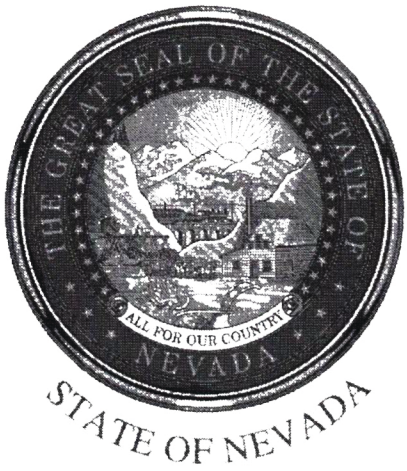
- Proposer: C&S Waste Solutions of Nevada, Inc., a Nevada Corporation. This Company is authorized to do business in Nevada.
- Entity to Execute: If selected, C&S will establish a new Company, Lyon County Waste Solutions, LLC. (or other name unique to the company - Lyon County Waste Solutions is used for sample documents in Appendix 2.)
- Years of Organization: C&S was incorporated in the State of Nevada in 2007. Dave Carroll, President, and John Shea, Secretary, wholly owned this Company since its inception until September of 2021, at which time they sold C&S to Waste Connections, Inc.
- Other Business Owned/Operated: C&S Waste Solutions of Nevada, Inc., currently operates a number of solid waste and recycling companies in Nevada and California. These include:

NEVADA
Pahrump Valley Disposal, Inc.
* dba Amargosa Disposal
* dba Beatty Disposal
Southwest Environmental Services, Inc.
Nevada Site Services, Inc.
* dba Joe's Sanitation Service

CALIFORNIA
Solid Waste Systems, Inc.
Ukiah Waste Solutions, Inc.
Lake County Waste Solutions, Inc.
Clearlake Waste Solutions, Inc.
C&S Waste Solutions of Lassen County, LLC
Pacific Recycling Solutions, Inc.
Tri County Scrap Metals, LLC

- Insurance Information: C&S Waste Solutions of Nevada, Inc. and Waste Connections, Inc. shall maintain insurance coverages and limits, with a combination of our primary and excess/umbrella insurance policies, throughout the agreement that shall meet or exceed the Lyon County requirements found in the RFP. If awarded, Lyon County will be added as an additionally insured to the Waste Connections, Inc. certificate of insurance and a Certificate of Insurance evidencing that such insurance is in force and will be forwarded to the County prior to the commencement of the Franchise Agreement.
- Evidence of Good Standing Under Nevada Law:

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify, that the following is a list of all organizational documents on file in this office for

C&S WASTE SOLUTIONS OF NEVADA, INC.

Organizational Documents on File	Filing Date
Amended List	10/19/2021
Amended and Restated Articles	10/18/2021
Amended List	01/04/2008

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, C&S WASTE SOLUTIONS OF NEVADA, INC., as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 05/09/2007, and is in good standing in this state.

SECRETARY OF STATE

STATE OF NEVADA

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/25/2022

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202201252332968
You may verify this certificate online at http://www.nvsos.gov

- Waste Connections, Inc. ("WCI") is the parent company of C&S Waste Solutions of Nevada, Inc. ("C&S" or "Company"). WCI is the third largest solid waste company in the United States, with annual revenues that exceeded $5.4 billion in 2020. WCI has approximately $14 billion in total assets at the end of 2020. As a WCI company, C&S has the full financial backing of WCI, a company with excellent debt-to-equity ratio, total equity, and debt rating, offering minimal financial and operating risk to Lyon County. WCI is supportive of the investment of capital in equipment and technology, ensuring the facilities are up to date in all areas of operation.
- C&S will solicit applications from route drivers presently employed by Waste Management (WM) and make a good faith effort to retain existing drivers, subject to qualifications under hiring policies established by C&S. If selected as the County's new Contractor, a letter will be sent to WM outlining vacancies, procedures for existing WM employees to file, and open the time for applications.
- C&S intends to subcontract waste collection and transfer station operations in Mason and Smith Valley areas to D&S Waste Removal., Inc. D&S is the current service provided and transfer station operator in those areas and has been for over 40 years.

B. CAPABILITIES STATEMENT



CAPABILITY STATEMENT

C&S Waste Solutions of Nevada is a leading provider of comprehensive solid waste and recycling services for communities throughout California and Nevada. We specialize in delivering individually customized services to meet the unique needs of each local community we serve. Remaining true to our Mission Statement: ***C&S Waste Solutions will be a leading provider of comprehensive solid waste and recycling services through reliable, sustainable and visionary practices***, we are mindful that as community and diversion needs change, it is our responsibility to stay ahead of the curve in order to meet the challenging demand for increased waste diversion and the infrastructure necessary to support this. For over 20 years, C&S has initiated environmentally sound, technologically advanced, and cost-effective solutions for over 138,000 customers.

Why Choose C&S Waste Solutions

- Experience that can be trusted
- Dynamic and skilled management team
- Compliance with laws and regulations
- Seamless transition of services
- Investments in infrastructure and processing capabilities for the future
- Investments in sustainability
- Investments in communities served
- Community engagement
- Rate structures that are sustainable
- Robust public education and outreach programs

Services

- Residential garbage, recycling, green waste, and organics collection
- Residential bulky item pickup
- Residential debris box rentals
- Commercial garbage, recycling, organics, and food waste collection
- Multi-family services
- Roll-off dumpster rentals
- Scrap metal recycling
- Portable toilets rentals for events and construction (event planning assistance)
- Waste audits
- Materials recovery facility management
- Organic waste processing facility management
- Transfer station operations
- Landfill management
- Liquid waste management
- Disaster response & recovery

Experience

Companies Under C&S Waste Solutions of Nevada Management

Pahrump Valley Disposal, Inc.
1997 – Present
Town of Pahrump, Nevada
Town of Amargosa, Nevada
Town of Beatty, Nevada
Inyo County, California, Death Valley Area

Southwest Environmental Services, Inc.
2004 – Present
Pahrump, Nevada Landfill
Amargosa, Nevada Transfer Station
Beatty, Nevada Transfer Station

Nevada Site Services, Inc. dba Joe's Sanitation Service
2007 – Present
Portable Site Services Division
Southern Nevada

Desert Recycling
2010 – Present
Town of Pahrump, Nevada
Las Vegas, Nevada

C&S Waste Solutions of Lassen County, LLC
2012 – Present
City of Susanville, California
Lassen County, CA Rural Areas

Selma Disposal & Recycling, LLC
2014 – 2016
City of Selma, California
County of Fresno, California

Tri County Transfer & Recycling, LLC
2014 – 2016
City of Selma, California
County of Fresno, California

Company Information

Contact Information

C&S Waste Solutions
1410 E. Mesquite Ave.
P.O. BOX 1310
Pahrump, NV 89041
P: (775) 727-5777
F: (775) 727-5832
www.CandSwaste.com

Permits

Nevada Environmental Health
Permit #NY-017-02083

Dewatering Facility
Permit #NEV2000508

NAICS Codes

562111—Solid Waste Collection
562212—Solid Waste Landfill
562920—Materials Recovery Facilities
562991—Septic Tank & Related Services
562998—All Other Miscellaneous Waste Management Svcs
221320—Sewage Treatment Facilities
561790—Other Services to Buildings and Dwellings

Clients

Town of Pahrump
Nye County Nevada
Inyo County, California
Lassen County, California



C. KEY PERSONNEL

Key personnel in the Lyon County operation will include Damon Shea as General Manager and a locally hired Operations Manager, Mechanic, and Customer Service Representatives. Conveniently located near several C&S operations, the Lyon County operation will have support from other staff at nearby Lassen County, California, Pahrump, Nevada, and Ukiah, California, as well as support from the Waste Connections' operation in Elko County in addition to support from the Waste Connections' operation in El Dorado County, California. Damon will utilize staff from other C&S locations to help with training Lyon County operations staff and to provide backup, not only during the initial transition timeframe, but also for staffing issues that may arise due to turnover in future months. C&S operations support each other and provide all aspects of operational assistance whenever needed, including equipment backup. Below are staff members who will be instrumental in supporting the Lyon County operation and with the hiring of experienced and qualified staff.



Susan VanDelinder, Division Vice President
Waste Connections of California, Inc.
P.O. Box 1270
Diamond Springs, CA 96619
(530) 296-2816
susan.vandelinder@wasteconnections.com

Sue VanDelinder has over 30 years of experience in the solid waste industry and has been employed with Waste Connections since 2006. She is the Vice President of Waste Connections' Northern California Division, managing operations in Lassen, Mendocino, Lake, Tehama, Calaveras, Mono, Inyo, and El Dorado Counties and the San Luis Obispo region, as well as the Southern Nevada towns of Pahrump, Amargosa Valley, and Beatty. Sue operates from the premise that safety is a guiding principle in all operations and customer service must be second to none. She has been highly successful in leading contract transitions, cart, recycling, and green waste service startups, and Material Recovery Facility diversion enhancements in both small and large markets throughout Northern California. Sue has a keen ability to listen to the voices of the municipalities she serves and to develop real connections in those communities in order to understand their needs.

Sue is truly a pioneer for rural counties trying to meet diversion requirements, and she is highly praised by many municipal customers such as the City of Placerville and El Dorado County. In 2008, Sue successfully implemented a three-cart program in the City of Placerville, educating over 2,600 residential and commercial customers to properly sort trash, recyclables, and green waste. In 2006, Sue and her team helped El Dorado County meet the 50% diversion goal and, as one of the few counties to do so, received special recognition from the California Integrated Waste Management Board for their timely achievement. In 2014, Sue co-authored a new contract with El Dorado County (over 15,000 residents/businesses), providing for a three cart program rolled out to every subscribing resident. Additionally, she introduced El Dorado County to a myriad of other programs and enhancements, including a food waste and organics program for commercial businesses and multifamily complexes.

Prior to working at Waste Connections, Sue was employed at Waste Management, Inc., from 2001 to 2006, serving as the Western Region Contract Compliance Coordinator. She also worked for BFI from 1988-2001 as the District Manager and Controller, overseeing solid waste operations in the Sacramento market and medical waste and portable services throughout Northern California. She holds a Bachelor of Science degree in Finance from San Jose State University in California.



Damon Shea, General Manager
C&S Waste Solutions of Lassen County, LLC
P.O. Box 270780
Susanville, CA 96127
(530) 252-1200
damon.shea@WasteConnections.com

Damon Shea has over 25 years (15 full-time) of solid waste and recycling operations experience. He grew up in Chico, California, and worked at his father's company, North Valley Disposal, Inc. during the summers in junior high, high school, and college while pursuing a degree in Finance at the University of Nevada, Reno. At North Valley Disposal, he worked in a variety of roles encompassing route collection and recycling, as well as assisting with the implementation of Chico's first curbside collection program for recycling.

Damon started his professional career at Kafoury, Armstrong & Co., now Eide Bailly, LLP. From there he went to work for Selma Disposal & Recycling, a start-up solid waste and recycling company in Selma, California, where he was involved in all aspects of the transition of service providers. He stayed on with the company through its first year of operation to ensure the smooth transition and sustained contract performance.

In 2005, Damon joined his brother, John, and assumed the position of General Manager of C&S Waste Solutions of Nevada. He oversaw the daily operation of over 50 employees in roles varying from solid waste and recycling collection and landfill operations, to septic and portable toilet service. He was also instrumental in the development and implementation of recycling programs in Pahrump and its surrounding communities, as well as the expansion of the diversion programs at the Nye County Landfill in Pahrump.

In 2011, C&S Waste expanded its operations to service Lassen County, California, winning an RFP. Damon moved back to northern Nevada to oversee the transition and has been the general manager there for the past eleven years. Not only was Damon vital to the transition in Lassen County, but from the outset Damon managed the implementation of single stream recycling and commercial recycling services, which were not only rare at that time, but still are, as such services are just now being introduced in other areas of the Eastern Sierras. Recently, Damon worked extensively on educational programs for curbside recycling in order to guide customers through the changes brought about by China's National Sword initiative.

From Pahrump to Susanville, Damon is an active part of the community, participating in various community events. He has also served on the Chamber of Commerce boards in both towns and was a board member of the Susanville Rotary Club.

At the University of Nevada, Damon was the Wolf Pack's football placekicker from 1995 - 1997, during which time they won four conference championships and went 1-1 in two Las Vegas Bowl appearances. After the 1996 season, Damon was awarded Division 1-A All-American honors (1st team by Football Digest and 3rd team Associated Press) and also finished third in the voting for the Lou Groza Award for the nation's outstanding placekicker.

Damon is a resident of Washoe Valley and he will serve as the General Manager in Lyon County and as the liaison to the County while managing the daily supervision of all operations.



Mike Smith, General Manager
C&S Waste Solutions of Nevada, Inc.
P.O. Box 1310
Pahrump, Nevada 89041
(775) 727-5777
michael.smith1@wasteconnections.com

Mike Smith has over 30 years of experience in the solid waste industry. He started his career as a collection driver in Monterey County, California and quickly progressed to become a supervisor and manager.

During his career, Mike has managed solid waste collection services, landfill operations, transfer stations, material recycling facilities, and portable sanitation services. Additionally, he has managed a number of industry transitions such as roll-outs of fully automated collection vehicles, implementation of single stream and green waste recycling programs, as well as the start-up of commercial diversion activities.

Mike also was instrumental in three successful company mergers in Monterey, serving as the Operations Manager responsible for consolidating two company yards into one, while at the same time ensuring that none of the varying services required by nine different franchise agreements were interrupted. He had to reduce personnel by half, consolidate collection routes, and implement automated collection vehicles, all while adapting to new corporate structures and polices.

Mike has served as the General Manager of C&S Waste Solutions of Nevada, Inc. since 2011 where he is responsible for the efficient operation of all Company divisions.



Bruce McCracken, General Manager
C&S Waste Solutions of California, Inc.
P.O. Box 630
Ukiah, CA 95482
(707) 234-6400
bruce.mccracken@WasteConnections.com

Bruce McCracken began his career in the solid waste industry in 1985 as a residential route driver. In 1987, he was promoted to a supervisory position. Since then, he has managed a variety of hauling, recycling, and transfer operations throughout Northern California. Bruce is currently the General Manager of C&S Waste's California operations in the City of Ukiah, Lake County, and the City of Clearlake.

Bruce serves as Safety Compliance Manager for California companies. In this capacity, he is responsible for the development of Injury and Illness Prevention Program, Driver Safety Manuals, and weekly safety meetings with drivers and yard personnel. Bruce is a Certified Forklift Trainer and was formerly a Certified DMV Class A & B Driving Examiner. He is experienced in California PULL notice regulations and regulatory requirements for driver drug and alcohol testing as well as the California BIT inspection program.



Jeffrey Stevens, CPA, Division Controller
Waste Connections of California, Inc.
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Diamond Springs, CA 96619
(530) 296-2816
jeffrey.stevens@WasteConnections.com

Jeff Stevens has worked in the solid waste industry for 16 years, and as Division Controller for WCI, Jeff oversees the financial functions of the Coastal Sierra Division. Jeff is responsible for the accounting and finance functions for nine individual WCI operating locations in California. His responsibilities include financial and compliance reporting, capital management, and forecasting and budgeting for each of his operations. Jeff is also responsible for overseeing the monthly financial close, monthly financial reporting, annual budgeting, and quarterly accounting representation reporting for the entire division. He works in tandem with the Divisional Vice President and District Manager and ensures contract finances are maintained and reported per generally accepted accounting principles (GAAP). Jeff holds a BA in Economics from George Mason University and a Masters in Accounting from Golden Gate University. He is also a Certified Public Accountant.



Eric Stewart, CPA, District Controller
Waste Connections of California, Inc.
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530-313-3748
eric.stewart@WasteConnections.com

Eric Stewart has worked in the solid waste industry for 10 years and currently oversees the financial functions of the Mammoth Disposal and El Dorado Disposal locations for Waste Connections. His responsibilities include financial and compliance reporting, capital management, and forecasting and budgeting for each of his operations. He works in tandem with the District Manager and ensures contract finances are maintained and reported per generally accepted accounting principles (GAAP). Eric holds a BA in Business Administration with a concentration in Accounting from California State University Sacramento. He is also a Certified Public Accountant.



Rio Carson, Operations Manager
C&S Waste Solutions of Nevada, Inc.
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Pahrump, Nevada 89041
(775) 727-5777
mauricio.carson@WasteConnections.com

Rio Carson has been with C&S Waste Solutions in Pahrump, Nevada for the past seven years, joining the C&S team in the scrap metal division. He quickly learned to operate a variety of machines and equipment, and eventually began overseeing many of the yard functions. While

expanding his role in the scrap metal operation, Rio successfully obtained his Commercial Driver's License, opening up several more opportunities within C&S. Rio's broad range of capabilities, willingness to always learn new jobs, and always help when needed had him working in a variety of different roles on a regular basis. From operating equipment in the scrap metal yard, driving garbage collection routes, to delivering portable toilets, and pumping septic tanks, Rio found himself immersed in all aspects of the C&S operations. When the C&S landfill site manager position became available, Rio was a natural fit. He took on the new role and immediately had a positive impact on the operation. Within a few years, Rio's responsibilities were further expanded and he was promoted to the District Operations Manager. Today, Rio is responsible for all collection and hauling operations, as well as the liquid waste and construction clean-up divisions. Rio is an integral part of the success of C&S and allows the company to continue to thrive and take on new opportunities.



Alex Soto, Scrap Metal/Recycling Manager
C&S Waste Solutions of Nevada, Inc.
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Pahrump, Nevada 89041
(775) 727-5777
alejandro.soto@WasteConnections.com

Alex Soto has been with C&S Waste Solutions in Pahrump, Nevada for over ten years. Having grown up in the construction business, Alex found himself turning to scrap metal recycling as a hobby. Eventually, he turned this hobby into a career. When Alex first joined the C&S team, he started as a scrap metal laborer. Soon, he learned to operate a variety of machines and equipment, and eventually obtained his Commercial Driver's License. Always loving to make a good deal, Alex advanced to a supervisor role and became a buyer for the department, eventually managing all aspects of the scrap metal recycling division, including overseeing all employees, and coordinating all metal buying, processing, hauling and selling.

In 2019, Alex's responsibilities were expanded to full oversite of all recycling operations. In addition to scrap metal, Alex now manages the single-stream recycling operation which includes the MRF, sort line, collection, processing, baling, and hauling of all recyclable materials.

Alex is an integral part of the success of C&S's recycling and diversion programs and has been relied upon to assist in the development and oversite of similar programs throughout the C&S family of companies.



Nicole Moore, Office Manager
C&S Waste Solutions of Nevada, Inc.
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Pahrump, Nevada 89041
(775) 727-5777
nicole.moore@WasteConnections.com

Nicole Moore has been with C&S Waste Solutions in Pahrump, Nevada for over ten years, where she oversees the daily administrative operations, including supervising five office staff members, overseeing 14,000 accounts, and multiple municipal contracts. From customer service, to our drivers, and the entire management team, she is the source of communication for all parties. She is responsible for maintaining customer records and monthly billing, and is part of the safety management team. She is always striving to make sure that both she and

her support team maintain their strong customer relations for the many customers that come into the office in person, as well as those who call over the phone. She prides herself in open communication and professionalism, always putting the customer first.

Married for twenty years, Nicole enjoys spending time with her husband and three boys, always seeking an adventure - preferably road tripping in their RV.



Wendy Del Rosa, Office Manager
C&S Waste Solutions of Lassen County, LLC
P.O. Box 270780
Susanville, CA 96127
(530) 252-1200
wendy.delrosa@WasteConnections.com

Wendy Del Rosa has been a member of the C&S Waste Solutions management team since 2017. As the Lassen County Office Manager, she acts as a liaison between customers and the C&S Waste operations management, making sure the lines of communication remain open. Her job is to oversee the office operations, and she is committed to making sure that our customer experience in the office is a positive one. She uses her management skills to ensure smooth operations in a busy work environment. Prior to joining the C&S Waste team, she was elected in numerous capacities within the Pit River Tribal Government, including Chairwoman, Secretary Treasurer, and Board of Directors. She has extensive experience in working with Tribal Governments and Communities. Her diverse experience has carried over to other professions within the medical community, in both the private and public sector. She has eleven years of State Service with the California Department of Corrections and Rehabilitation, working as a Nationally Certified Pharmaceutical Technician within their medical facility. Her leadership and work experience has made her proficient in hiring, training, coaching, performance management, and enforcement of policies and procedures within the C&S Waste Solutions organization. Her goal is to incorporate the wealth of knowledge and customer service that she has acquired to equip our team to best serve our customers and our community.



Mike Battaglia, Fleet Manager
C&S Waste Solutions of Nevada, Inc.
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Pahrump, Nevada 89041
(775) 727-5777
michael.battaglia@WasteConnections.com

Mike Battaglia is the Southern Nevada Service Manager for C&S Waste. Mike and his team service 117 pieces of equipment, which consists of off-road, over the road, and stationary equipment. Mike has grown with and has been employed at C&S for over 24 years. His team building and leadership skills help the C&S Team succeed in the day to day operation. Prior to joining C&S, Mike spent seven years at Cashman Caterpillar.

Mike's number one priority is keeping the public and drivers safe on the road. He is Southern Nevada's Safety Committee Chairman, and he works collaboratively with the Nevada Highway Patrol. With the

Nevada Highway Patrol's help, they conduct a C&S safety meeting to help promote awareness amongst the drivers, which helps ensure the public and drivers are safe on the road.

Being community orientated and modest, Mike helped in coaching the Pahrump AAA Little League Dodgers in 2018. The Dodgers won the championship! Mike states, "It is the talented kids that won the championship, not me." He further states, "I just helped guide them there." Mike is also a District 46 Lions Club Member and has been since 2002.

Mike is a graduate of the Universal Technical Institute and is very proud that his daughter is a graduate of the University of Nevada Reno. If you enjoy the outdoors, you may see Mike and his family off-roading, fishing, and or camping.



Tina Rieger, Human Resources and Safety Manager
C&S Waste Solutions of Nevada, Inc.
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Pahrump, Nevada 89041
(775) 727-5777
tina.rieger@WasteConnections.com

Tina Rieger serves as C&S' Human Resources Manager and is responsible for implementing the organization's Human Resources programs and policies as they apply to employee relations, compensation, benefits, safety, performance, and staffing levels. Her duties include, but are not limited to, monitoring the hiring process, ensuring compliance with state and federal laws and regulations, reviewing all performance evaluations and salary increases, developing and maintaining company policies and procedures, managing Human Resources policy and procedure training programs, investigating employee relation issues and harassment complaints, ensuring all terminations are in compliance with state and federal regulations, responding to unemployment claims and hearings, ensuring Workers' Compensation, safety, and OSHA requirements are maintained, conducting new hire orientation, benefits and 401K meetings, researching competitive rates for insurance policies, processing all quarterly reports, ensuring fleet registrations and insurance are current, and serving in a variety of other roles as an integral member of the management team.

Tina has been employed by C&S for sixteen years. Prior to Tina's employment with C&S, she spent two years as an Accounting Assistant with Edward Homes where she was responsible for payroll, W2 and 1099 forms, Accounts Payable, Accounts Receivable, General Ledger entries and audits. Tina also worked as an Accounting Supervisor for Peccole Ranch Community Association for six years, in which she supervised one employee and handled all training, reviews, pay increases, and other issues related to the employee. She handled Accounts Payable, Accounts Receivable, Home Owners Association demands, title changes, bank reconciliations, and budget comparisons. Additionally, she produced monthly balance sheets and income statements for seven different communities, and was audited annually by the Association's CPA.



Elaina Smith, Recycling and Outreach Coordinator
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elaina.smith@WasteConnections.com

Elaina Smith joined the C&S Waste Solutions team in 2012, as the Recycling and Outreach Coordinator. She brought with her over 25 years of experience in the solid waste and recycling industry, including a professional background in recycling outreach, waste assessment, MRF operations, and special event planning. Elaina oversees the customer based outreach program, the school and community education program, and the MRF sorting process.

In her role as Recycling and Outreach Coordinator, Elaina works collaboratively with community partners, school administrators, C&S operations personnel, and customers to provide recycling education and to develop and implement successful recycling programs. Elaina provides recycling presentations to school groups, hosts recycling booths at fairs and community events, leads Company facility tours, and conducts waste assessments for schools, businesses, and multifamily complexes.

By providing hands on training to school educators, students, and staff, Elaina's recycling programs have increased recycling in campus classrooms, common areas, and cafeterias. She has also worked closely with business owners and apartment managers, successfully implementing recycling programs for employees and tenants.

As the community liaison, Elaina has built a strong connection with our communities and formed lasting relationships with educational entities, community groups, businesses, and industry members. Elaina represents C&S at the Pahrump Valley Chamber of Commerce, the Pahrump Valley Rotary Club, and Pioneer Territory CASA (Court Appointed Special Advocate) in Pahrump, as well as numerous other organizations.

Additionally, Elaina has experience in helping with C&S' advertising, vehicle and facility signage, and website and social media development. She coordinates event sponsorships, donations, and facilitates services offered by Joe's Sanitation Service, our sister company, which provides portable restrooms and septic services.



John Shea, Consultant
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Pahrump, Nevada 89041
(775) 727-5777
john@nextmarc.com

John Shea is a fourth generation solid waste operator and has been working in the industry for over 35 years (29 full-time). Throughout his schooling, John worked for his father's company, North Valley Disposal, Inc. in Chico, California, where he learned all aspects of the industry and assisted in the implementation of their curbside recycling program. Upon completion of his Bachelor of Science Degree in Business from Santa Clara University, John went to work for Green Team of San Jose to assist in coordinating the transition in service providers. Before leaving Green Team, John's duties had been greatly expanded to developing and overseeing daily refuse and recycling collection routes.

In 1994, John was hired as the Operations Manager at Carmel Marina Corporation to oversee the daily operation of nine municipal franchise agreements serviced by 100 vehicles, 175 employees, two transfer stations, and a MRF on the Monterey Peninsula.

In 1997, John had the opportunity to acquire Mammoth Disposal, Inc. with lifelong friend and partner, Dave Carroll. Soon after, they acquired Pahrump Valley Disposal, Beatty Disposal, and Amargosa Disposal in the State of Nevada, as well as hauling contracts in Inyo County, California. Subsequently, they implemented automated collection service and pioneered sustainable recycling programs in rural Nevada for residents, businesses, and government facilities prior to legislation requiring such programs.

In 2004, they were selected by Nye County to operate the County owned landfill, transfer stations, and recycling operations, which process over 60,000 tons of waste each year. At the time of transition, the landfill had an estimated life span of less than five years. Through revisions in the operations plan and the design and implementation of aggressive recycling programs, the life of the facility has been extended by over 20 years.

John and Dave later formed C&S Waste Solutions of California, which operates solid waste collection companies in Ukiah, Lake County, and Clearlake, in addition to a state-of-the-art MRF where approximately 40,000 tons per year of recyclables are processed and marketed. California operations also include operating two Transfer Stations that ship over 67,000 tons of solid waste and green waste each year to regional landfills and processing facilities.

In 2011, C&S was selected by Lassen County, California to be their solid waste, recycling, and green waste service provider.

In 2014, John and Dave Carroll assumed ownership of franchise agreements for solid waste services in the City of Selma, California and in adjacent areas in Fresno County. John assisted long-time family friend Larry Johnson in 2002, with the transition of the Selma franchise and purchased the company in 2014, upon Larry's retirement. In July of 2016, they sold this company in order to allow them to increase their focus and management of emerging opportunities closer to home.

In the summer of 2021, John and Dave sold C&S to Waste Connections, Inc.

John and his wife, Caryne, have been residents and active members of the Nevada community for over 25 years and are parents two beautiful daughters.

TRANSITION TEAM

NAME AND POSITION	INVOLVEMENT	EMAIL ADDRESS
SUSAN VANDELINDER Division Vice President	Transition Ongoing	susan.vandelinder@wasteconnections.com
DAMON SHEA General Manager C&S Lassen	Transition Ongoing	damon.shea@wasteconnections.com
MIKE SMITH General Manager C&S Nevada	Transition Ongoing	michael.smith1@wasteconnections.com
BRUCE MCCRACKEN General Manager C&S California	Transition Ongoing	bruce.mccracken@wasteconnections.com
JEFFREY STEVENS **Division** Controller	Transition Ongoing	jeffrey.stevens@WasteConnections.com
ERIC STEWART District Controller	Transition Ongoing	eric.stewart@WasteConnections.com
RIO CARSON Operations Manager	Transition Ongoing	mauricio.carson@WasteConnections.com
ALEX SOTO Scrap Metal/Recycling Manager	Transition Ongoing	alejandro.soto@WasteConnections.com
MIKE BATTAGLIA Fleet Manager	Transition Ongoing	michael.battaglia@WasteConnections.com
NICOLE MOORE Office Manager	Transition Ongoing	nicole.moore@WasteConnections.com
WENDY DEL ROSA Office Manager	Transition Ongoing	wendy.delrosa@WasteConnections.com
TINA RIEGER Human Resources and Safety Manager	Transition Ongoing	tina.rieger@WasteConnections.com
ELAINA SMITH Recycling and Outreach Coordinator	Transition Ongoing	elaina.smith@WasteConnections.com
JOHN SHEA Consultant	Transition	**john@nextmarc.com**

D. LOCATION

C&S will operate a local office located at 23 Enterprise Way in Dayton, Nevada. The office will establish local and toll-free phone numbers, and the phone system will have Telecommunications Device for the Deaf Services (TDD). Additionally, a local emergency number will be provided in the event of after-hours emergencies. Local employees working in the Lyon County office will be answering calls, responding directly to customers, and will have bilingual capabilities. Calls will not be directed to a call center. Office hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday. C&S will utilize staggered shifts for customer service representatives ("CSRs") in order to accommodate work breaks and lunch times during the normal 8-hour day when the office is open to the public. This assures that customers have constant accessibility to CSRs during the day. All customers will be welcome to visit the office for answers to questions, to collect printed materials about services, request service changes, or make bill payments.

E. FINANCIAL INFORMATION

WCI is the parent company of C&S. WCI is the third largest solid waste company in the United States, with annual revenues that exceeded $5.4 billion in 2020. WCI has approximately $14 billion in total assets at the end of 2020. As a WCI company, C&S has the full financial backing of WCI, a company with excellent debt-to-equity ratio, total equity, and debt rating, offering minimal financial and operating risk to Lyon County. WCI is supportive of the investment of capital in equipment and technology, ensuring the facilities are up to date in all areas of operation.

WCI is a publicly traded company (NYSE-WCN) and subject to all the provisions of the U.S. Securities and Exchange Commission. In lieu of printing the 200 plus page financial report, we have included highlights here. All of WCI's public financial information may be found at https://investors.wasteconnections.com/annual-reports



CONSOLIDATED BALANCE SHEETS

(in thousands of U.S. Dollars, except share and per share amounts)

	December 31,	
	2020	2019
ASSETS		
Current assets:		
Cash and equivalents	$617,294	$326,738
Accounts receivable, net of allowance for credit losses of $19,380 and $16,432 at December 31, 2020 and 2019, respectively	630,264	662,808
Prepaid expenses and other current assets	160,714	141,052
Total current assets	1,408,272	1,130,598
Restricted cash	97,095	96,483
Restricted investments	57,516	51,179
Property and equipment, net	5,284,506	5,516,347
Operating lease right-of-use assets	170,923	183,220
Goodwill	5,726,650	5,510,851
Intangible assets, net	1,155,079	1,163,063
Other assets, net	92,323	85,954
Total assets	$13,992,364	$13,737,695
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$290,820	$436,970
Book overdraft	17,079	15,954
Accrued liabilities	404,923	280,008
Current portion of operating lease liabilities	30,671	29,929
Current portion of contingent consideration	43,297	26,659
Deferred revenue	233,596	216,443
Current portion of long-term debt and notes payable	8,268	465
Total current liabilities	1,028,654	1,007,228
Long-term portion of debt and notes payable	4,708,678	4,353,782
Long-term portion of operating lease liabilities	147, 223	160,033
Long-term portion of contingent consideration	28,439	42,825
Deferred income taxes	760,044	818,622
Other long-term liabilities	455,888	416,851
Total liabilities	7,128,926	6,799,341
Commitments and contingencies (Note 12)		
Equity:		
Common shares: 262,899,174 shares issued and 262,824,990 shares outstanding at December 31, 2020; 263,699,675 shares issued and 263,618,161 shares outstanding at December 31,2019	4,030,368	4,135,343
Additional paid-in capital	170,555	154,917
Accumulated other comprehensive loss	(651)	(10,963)
Treasury shares: 74,184 and 81,514 shares at December 31, 2020 and 2019, respectively	—	—
Retained earnings	2,659,001	2,654,207
Total Waste Connections' equity	6,859, 273	6,933,504
Non-controlling interest in subsidiaries	4,165	4,850
Total equity	6,863,438	6,938,354
	$13,992,364	$13,737,695

The accompanying notes are an integral part of these consolidated financial statements.



CONSOLIDATED STATEMENTS OF NET INCOME

(in thousands of U.S. Dollars, except share and per share amounts)

	December 31,		
	2020	2019	2018
Revenues	$5,445,990	$5,388,679	$4,922,941
Operating expenses:			
Cost of operations	3,276,808	3,198,757	2,865,704
Selling, general and administrative	537,632	546,278	524,388
Depreciation	621,102	618,396	572,708
Amortization of intangibles	131,302	125,522	107,779
Impairments and other operating items	466,718	61,948	20,118
Operating income	412,428	837,778	832,244
Interest expense	(162,375)	{147,368)	(132,104)
Interest income	5,253	9,777	7,170
Other income (expense), net	(1,392)	5,704	(170)
Income before income tax provision	253,914	705,891	707,140
Income tax provision	(49,922)	(139,210)	(159,986)
Net income	203,992	566,681	547,154
Plus (Less): Net loss (income) attributable to non-controlling interests	685	160	(283)
Net income attributable to Waste Connections	$204,677	$566,841	$546,871
Earnings per common share attributable to Waste Connections' common shareholders:			
Basic	$0.78	$2.15	$2.07
Diluted	$0.78	$2.14	$2.07
Shares used in the per share calculations:			
Basic	263,189,699	263,792,693	263,650,155
Diluted	263,687,539	264,526,561	264,395,618
Cash dividends per common share	$0.760	$0.665	$0.580

The accompanying notes are an integral part of these consolidated financial statements.



CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(in thousands of U.S. Dollars)

	Years Ended December 31,		
	2020	2019	2018
Net income	$ 203,992	$ 566,681	$ 547,154
Other comprehensive income loss), before tax:			
Interest rate swap amounts reclassified into interest expense	9,778	(8,027)	(5,669)
Fuel hedge amounts reclassified into cost of operations			(6,531)
Changes in fair value of interest rate swaps	(64,664)	(43,873)	(1,213)
Changes in fair value of fuel hedges			2,651
Foreign currency translation adjustment	50,653	101,970	(175,233)
Other comprehensive income loss), before tax	(4,233)	50,070	(185,995)
Income tax benefit related to items of other comprehensive income (loss)	14,545	13,753	2,796
Other comprehensive income loss), net of tax	10,312	63,823	(183,199)
Comprehensive income	214,304	630,504	363,955
Plus (less): Comprehensive loss (income) attributable to non-controlling interests	685	160	(283)
Comprehensive income attributable to Waste Connections	$ 214,989	$ 630,664	$ 363,672

The accompanying notes are an integral pan of these consolidated financial statements.



CONSOLIDATED STATEMENTS OF EQUITY—YEARS ENDED DECEMBER 31, 2018, 2019, AND 2020

(in thousands of U.S. Dollars, except share amounts)

	WASTE CONNECTIONS' EQUITY								
	Common Shares		Additional Paid-In Capital	Accumulated Other Comprehen-sive Income (Loss)	Treasury Shares		Retained Earnings	Non-controlling Interests	Total
	Shares	Amount			Shares	Amount			
Balances at December 31, 2017	$263,494,670	$4,187,568	$115,743	$108,413	$166,133	—	$1,856,946	$5,400	$6,274,070
Sale of common shares held in trust	36,244	2,667	—	—	(36,244)	—	—	—	2,667
Vesting of restricted share units	483,232	—	—	—	—	—	—	—	—
Vesting of performance-based restricted share units	154,181	—	—	—	—	—	—	—	—
Restricted share units released from deferred compensation plan	5,069	—	—	—	—	—	—	—	—
Fair value adjustment for common shares in deferred compensation plan exchanged for other investment options	—	—	(1,734)	—	—	—	—	—	(1,734)
Tax withholdings related to net share settlements of equity-based compensation	(217,850)	—	(15,032)	—	—	—	—	—	(15,032)
Equity-based compensation	—	—	34,600	—	—	—	—	—	34,600
Exercise of warrants	17,571	—	—	—	—	—	—	—	—
Repurchase of common shares	(831,704)	(58,928)	—	—	—	—	—	—	(58,928)
Cash dividends on common shares	—	—	—	—	—	—	(152,550)	—	(152,550)
Amounts reclassified into earnings, net of taxes	—	—	—	(9,071)	—	—	—	—	(9,071)
Changes in fair value of cash flow hedges, net of taxes	—	—	—	1,105	—	—	—	—	1,105
Foreign currency translation adjustment	—	—	—	(175,233)	—	—	—	—	(175,233)
Cumulative effect adjustment from adoption of new accounting pronouncement	—	—	—	—	—	—	13,243	—	13,243
Distributions to non-controlling interests	—	—	—	—	—	—	—	(103)	(103)
Net income	—	—	—	—	—	—	546,871	283	547,154
Balances at December 31, 2018	263,141,413	4,131,307	133,577	(74,786)	129,889	—	2,264,510	5,580	6,460,188
Sale of common shares held in trust	48,375	4,036	—	—	(48,375)	—	—	—	4,036
Vesting of restricted share units	416,691	—	—	—	—	—	—	—	—
Vesting of performance-based restricted share units	180,258	—	—	—	—	—	—	—	—
Restricted share units released from deferred compensation plan	16,375	—	—	—	—	—	—	—	—
Tax withholdings related to net share settlements of equity-based compensation	(210,018)	—	(17,660)	—	—	—	—	—	(17,660)
Equity-based compensation	—	—	39,000	—	—	—	—	—	39,000
Exercise of warrants	25,067	—	—	—	—	—	—	—	—
Cash dividends on common shares	—	—	—	—	—	—	(175,067)	—	(175,067)
Amounts reclassified into earnings, net of taxes	—	—	—	(5,900)	—	—	—	—	(5,900)
Changes in fair value of cash flow hedges, net of taxes	—	—	—	(32,247)	—	—	—	—	(32,247)
Foreign currency translation adjustment	—	—	—	101,970	—	—	—	—	101,970
Cumulative effect adjustment from adoption of new accounting pronouncement	—	—	—	—	—	—	(2,077)	—	(2,077)
Distributions to non-controlling interests	—	—	—	—	—	—	—	(570)	(570)
Net income (loss)	—	—	—	—	—	—	566,841	(160)	566,681
Balances at December 31, 2019	$263,618,161	$4,135,343	$154,917	$(10,963)	$81,514	—	$ 2,654,207	$4,850	$ 6,938,354
Sale of common shares held in trust	7,330	679	—	—	(7,330)	—	—	—	679
Vesting of restricted share units	377,006	—	—	—	—	—	—	—	—
Vesting of performance-based restricted share units	281,186	—	—	—	—	—	—	—	—
Restricted share units released from deferred compensation plan	23,857	—	—	—	—	—	—	—	—
Fair value adjustment for common shares in deferred compensation plan exchanged for other investment options	—	—	(678)	—	—	—	—	—	(678)
Tax withholdings related to net share settlements of equity-based compensation	(230,698)	—	(23,446)	—	—	—	—	—	(23,446)
Equity-based compensation	—	—	39,762	—	—	—	—	—	39,762
Exercise of warrants	20,125	—	—	—	—	—	—	—	—
Repurchase of common shares	(1,271,977)	(105,654)	—	—	—	—	—	—	(105,654)
Cash dividends on common shares	—	—	—	—	—	—	(199,883)	—	(199,883)
Amounts reclassified into earnings, net of taxes	—	—	—	7,187	—	—	—	—	7,187
Changes in fair value of cash flow hedges, net of taxes	—	—	—	(47,528)	—	—	—	—	(47,528)
Foreign currency translation adjustment	—	—	—	50,653	—	—	—	—	50,653
Net income (loss)	—	—	—	—	—	—	204,677	(685)	203,992
Balances at December 31, 2020	$262,824,990	$4,030,368	$170,555	(651)	74,184	—	$2,659,001	4,165	$ 6,863,438

The accompanying notes are an integral part of these consolidated financial statements.



CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands of U.S. Dollars)

	Years Ended December 31,		
	2020	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income	$203,992	$566,681	$547,154
Adjustments to reconcile net income to net cash provided by operating activities:			
Loss on disposal of assets and impairments	445,647	60,592	10,193
Depreciation	621,102	618,396	572,708
Amortization of intangibles	131,302	125,522	107,779
Deferred income taxes, net of acquisitions	(50,487)	54,637	77,859
Amortization of debt issuance costs	7,509	5,001	4,158
Share-based compensation	45,751	42,671	43,803
Interest accretion	17,205	16,426	14,861
Payment of contingent consideration recorded in earnings	(10,371)	—	(11)
Adjustments to contingent consideration	18,418	1,498	349
Other	2,426	(2,240)	943
Changes in operating assets and liabilities, net of effects from acquisitions:			
Accounts receivable, net	46,841	(22,933)	(37,724)
Prepaid expenses and other current assets	(17,749)	9,135	39,758
Accounts payable	(148,362)	71,147	16,135
Deferred revenue	14,981	19,156	17,916
Accrued liabilities	88,612	(22,938)	1,314
Capping, closure and post-closure expenditures	(6,484)	(5,062)	(2,702)
Other long-term liabilities	(1,812)	2,858	(3,258)
Net cash provided by operating activities	1,408,521	1,540,547	1,411,235
CASH FLOWS FROM INVESTING ACTIVITIES:			
Payments for acquisitions, net of cash acquired	(388,789)	(736,610)	(830,091)
Capital expenditures for property and equipment	(597,053)	(634,406)	(546,145)
Capital expenditures for undeveloped landfill property	(67,508)	(31,683)	—
Investment in non-controlling interest	—	(25,000)	—
Proceeds from disposal of assets	19,084	3,566	5,385
Other	(11,777)	(1,873)	(969)
Net cash used in investing activities	(1,046,043)	(1,426,006)	(1,371,820)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from long-term debt	1,815,625	1,575,795	1,022,737
Principal payments on notes payable and long-term debt	(1,542,958)	(1,470,711)	(970,773)
Payment of contingent consideration recorded at acquisition date	(12,566)	(3,200)	(6,127)
Change in book overdraft	1,096	(2,564)	(839)
Payments for repurchase of common shares	(105,654)	—	(58,928)
Payments for cash dividends	(199,883)	(175,067)	(152,550)
Tax withholdings related to net share settlements of equity-based compensation	(23,446)	(17,660)	(15,032)
Debt issuance costs	(11,117)	(5,953)	(8,630)
Proceeds from sale of common shares held in trust	679	4,036	2,667
Distributions to non-controlling interests	—	(570)	(103)
Net cash used in financing activities	(78,224)	(95,894)	(187,578)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	6,914	608	(1,290)
Net increase (decrease) in cash, cash equivalents and restricted cash	291,168	19,255	(149,453)
Cash, cash equivalents and restricted cash at beginning of year	423,221	403,966	553,227
Plus: change in cash held for sale	—	—	192
Cash, cash equivalents and restricted cash at end of year	$714,389	$423,221	$403,966

The accompanying notes are an integral part of these consolidated financial statements.



CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands of U.S. Dollars)

SUPPLEMENTARY DISCLOSURES OF CASH FLOW INFORMATION AND NON-CASH TRANSACTIONS:

	Years Ended December 31,		
	2020	**2019**	**2018**
Cash paid for income taxes	$ 104,618	$ 81,049	$52,464
Cash paid for interest	$ 142,310	$ 139,694	$124,338
Changes in accrued capital expenditures for property and equipment	$ (10,940)	$ (7,528)	$1,825
In connection with its acquisitions, the Company assumed liabilities as follows:			
Fair value of assets acquired	$ 514,234	$ 913,793	$ 1,100,880
Cash paid for current year acquisitions	(388,789)	(736,610)	(830,091)
Change in open working capital settlements at year end	(1,505)	(5,272)	8,507
Liabilities assumed and notes payable issued to sellers of businesses acquired	$ 123,940	$ 171,911	$ 279,296

The accompanying notes are an integral part of these consolidated financial statements.

F. CRIMINAL AND CIVIL DISCLOSURES

1. CRIMINAL PROCEEDINGS:

None

2. CIVIL LITIGATION:

Imelda Perea-Rascon, Plaintiff vs. Lloyd Dean Rowland; C&S Waste Solutions of Nevada, Inc.; Redrock Leasing, Inc., Does 1 through xx, inclusive; and Roe Business Entities 1 through XX, inclusives, Defendants.

District Court Clark County, Nevada

Case No: A-17-766309-C

Vehicle accident

Disposition: DISMISSED

Giovani Ramirez and Gilberto Sales Gomez, Plaintiffs, vs. Oscar Manuel Soliz Beaz and C&S Waste Solutions of Nevada, Inc., Defendants.

District Court Clark County, Nevada

Case No: A-18-772246-C

Vehicle accident

Disposition: DISMISSED

Patricia Rich, Plaintiff(s) vs. C&S Waste Solutions, Defendant(s)

District Court Clark County, Nevada

Case No: A-19-792788-C

Personal Injury

Disposition: TBD

Joseph Leftwich, Plaintiff vs. Southwest Environmental Services, and DOES 1-20, Defendants

District Court of Nye County, Nevada

Case NO. CV20-0193

Personal Injury

Disposition: TBD

3. ADMINISTRATIVE PROCEEDINGS:

None

4. PAYMENT OF LIQUIDATED DAMAGES:

None







Section II

Company Experience

SECTION II

EXPERIENCE

C&S has extensive experience serving jurisdictions with solid waste collection, drop-off recycling, and transfer station operations in similar service environments.

A. OPERATIONS

Please see the following charts for detailed Company operations information.

C&S Waste Solutions Operations
Solid Waste Management Company

Companies Under C&S Waste Solutions of Nevada Management

Company Name	Service Dates	Company Activity	Customer Base	Agreement Terms	Tons	Vehicles
Pahrump Valley Disposal, Inc. Town of Pahrump, Nevada Town of Amargosa, Nevada Town of Beatty, Nevada Inyo County, CA, Death Valley Area	1997 – Present	Collection: Solid Waste, Recycle Recycle Buyback Operations Recycle Processor	13,187 Res/ 676 Com	20 Years	Collected: 64,223.5 Tons / Yr. Diverted: 3,346.03 Tons / Yr. Disposed: 60,877.47 Tons / Yr.	2 Front Loaders 4 ASL Trucks 4 Roll-Off Trucks
Nevada Site Services, Inc. Portable Site Services Division **Scrap Metal Recycling**	2007 – Present	Special Event and Construction Portable Services Septic and Grease Trap Service Grade, Process and Sell Ferrous / Non-ferrous Metals Nevada Licensed Auto Wrecker				
Desert Recycling Town of Pahrump, Nevada Las Vegas, Nevada	2010 – 2019	Grade, Process and Sell Ferrous / Non-ferrous Metals Nevada Licensed Auto Wrecker			18,500 Tons Annually	
Southwest Environmental Services, Inc. Pahrump Landfill Amargosa Transfer Station Beatty Transfer Station	2004 – Present	Landfill Operation Green and Wood Waste Grinding Operation Bin Transfer Station Operations Recycle Material Sort and Diversion			Waste : 71,462.77 Tons / Yr. Recycling: 5,950.84 Tons / Yr.	
C&S Waste Solutions of Lassen County, LLC City of Susanville, California Lassen County Rural Areas	2012 – Present	Collection: Solid Waste, Recycle, and Green Waste E-Waste Collection and Hauler Lassen County Tire Hauler	4,395 Res / 738 Com	7/31/2035	Collected: 80,767.46 Tons / Yr. Diverted: 15,884.22 Tons / Yr. Disposed: 64,883.24 Tons / Yr.	1-2 Front Loaders 3 ASL Trucks 3 Roll-Off Trucks 1 Rear Loader Trucks
Selma Disposal & Recycling, LLC* City of Selma County of Fresno **John and Damon Shea assisted with the transition of Selma Disposal in 2002, and later purchased the company from the owner in 2014.*	2014 – 2016	Collection: Solid Waste, Recycle, and Green Waste	5,536 Res / 585 Com			
Tri County Transfer & Recycling, LLC City of Selma County of Fresno	2014 – 2016	Transfer Station Operations Recycle Buyback Operations E-Waste Collection and Hauler Compost and Landscape Material Retail Center			24,207 Tons / Yr.	

These figures are from 2017

C&S Waste Solutions Operations
Solid Waste Management Company

Companies Under C&S Waste Solutions of California Management

Company Name	Service Dates	Company Activity	Customer Base	Agreement Terms	Tons	Vehicles
Clearlake Waste Solutions, Inc. City of Clearlake, California	2007 – Present	Collection: Solid Waste, Recycle, Green Waste	4,714 Res / 230 Com	12/31/34 with 2 -5 yr. extensions	Collected: 8,775 Tons / Yr. Diverted: 3,153 Tons / Yr. Disposed: 5,621 Tons / Yr.	1 Front Loader 3 ASL Trucks 1 Roll-Off Truck
Lake County Waste Solutions, Inc. Collection Division Transfer Station Division	2007 – Present	Collection: Solid Waste, Recycle, Green Waste Transfer Station Operation Recycle Buyback Operations HHW Operations Compost and Landscape Material Retail Center	7,764 Res / 557 Com	2/31/45 with no extensions	Collected: 18,307 Tons / Yr. Diverted: 7,224 Tons / Yr. Disposed: 11,083 Tons / Yr. Transfer Station: 24,280 Tons / Yr.	1 Front Loader 5 ASL Trucks 1 Roll-Off Truck
Solid Wastes Systems, Inc. Ukiah Valley Anderson Valley	2007 – Present	Transfer Station Operation Recycle Buyback Operations Recycle and E-Waste Drop-off Center Compost and Landscape Material Retail Center			38,800 Tons / Yr.	
Ukiah Waste Solutions, Inc. Ukiah Valley Anderson Valley	2007 – Present	Collection: Solid Waste, Recycle, Green Waste Biosolids Collection, Transportation and Disposal	4,474 Res / 718 Com	12/31/31 with 1 - 5 yr. extension.	Collected: 14,269 Tons / Yr. Diverted: 5,061 Tons / Yr. Disposed: 9,208 Tons / Yr.	1 Front Loader 2 ASL Trucks 1 Roll-Off Truck
Pacific Recycling Solutions, Inc.	2009 – Present	MRF State Certified Recycle Processor for: City of Clearlake Curbside City of Ukiah Curbside County of Mendocino, Ukiah Valley Curbside County of Lake Curbside Lassen County Curbside Tri County Transfer & Recycling Drop-off LCWS Transfer Station Drop-off and Recycle Center SWS Transfer Station Drop-Off and Recycle Center Green and Wood Waste Grinding Operation Compost and Landscape Material Producer			Grinding: 116,181 Tons / Yr.** Recycling: 25,473 Tons / Yr. ***Grinding operations include concrete from the Sonoma County fire clean-up.*	
Tri County Scrap Metals, LLC Mendocino County Lake County		Grade, Process and Sell Ferrous / Non-ferrous Metals			12,032 Tons / Yr.	

These figures are from 2017

B. REFERENCES

JURISDICTION SERVED & REFERENCE	
Pahrump/Nye County, NV **|** ***Operating as:*** ***Pahrump Valley Disposal (Hauling and LF Operation)***	
TIM SUTTON Nye County Manager	2100 E. Walt Williams Dr., Ste. 100, Pahrump, NV 89048 (775) 751-7075
TIM DAHL Nye County Public Works Director	250 N. Hwy 160 , Ste. 2, Pahrump, NV 89048 (775) 482-8147
DEBRA STRICKLAND Chairman, Nye County Board of Commissioners	2100 E. Walt Williams Dr., Ste. 100, Pahrump, NV 89048 (775) 751-7075
FRANK CARBONE Vice Chair, Nye County Board of Commissioners	2100 E. Walt Williams Dr., Ste. 100, Pahrump, NV 89048 Office: (775) 751-7075 Cell: (775) 301-2185
RANDY REED Chair, Beatty Town Advisory Board	P.O. Box 837, Beatty, NV 89003 (775) 533-2050
SCOTT HARRIS Chair, Amargosa Valley Town Board	HCR 69 Box 401W, Amargosa Valley, NV 89020 775-372-5459
MATT KINGSLEY Inyo County Supervisor	P.O. Box 110, Lone Pine, CA 93545 (760) 878-8508
Nye County Landfill, NV **|** ***Operating as:*** ***Southwest Environmental Services***	
BREANNA CASE Environmental Scientist Sustainable Materials Management	375 E. Warm Springs Rd., Suite 200, Las Vegas, NV 89119 (702) 668-3932
Lassen County, CA **|** ***Operating as:*** ***C&S Waste Solutions of Lassen County***	
Jim Chapman Lassen County Supervisor Chairman, LRSWMA	221 S. Roop Street, Suite 4, Susanville, CA 96130 (530) 251-8333
Peter Heimbigner Manager, LRSWMA	170 Russell Ave., Suite X, Susanville, CA 96130 Office: (530) 252-1273 | Cell: (530) 310-4902
Ukiah, CA **|** ***Operating as:*** ***Ukiah Waste Solutions, Inc.***	
Sage Sangiacomo City Manager, City of Ukiah	300 Seminary Avenue, Ukiah, CA 95482 (707) 463-6213
Lake County, CA **|** ***Operating as:*** ***Lake County Waste Solutions***	
Lars Ewing Director of Public Services, County of Lake	333 Second Street, Lakeport, CA 95453 (707) 262-1761
Clearlake, CA **|** ***Operating as:*** ***Clearlake Waste Solutions***	
Greg Folsom City Manager, City of Clearlake	14050 Olympic Drive, Clearlake, CA 95422 (707) 994-8201

C. SERVICE INITIATION EXPERIENCE

C&S is aware of the importance of a smooth and orderly transition of service providers. As a matter of health and safety, solid waste must be collected without interruption. From the perspective of community acceptance, an orderly transition is important in establishing credibility and validating the decision of the County to begin a relationship with a new company. As described below, a number of Company managers have direct experience in transition activities as well as enhancing or upgrading services during the life of a franchise agreement.

1. LASSEN COUNTY, CALIFORNIA

In 2011, C&S was selected by Lassen County, California to be their solid waste, recycling, and green waste service provider. Damon and John Shea managed the transition of service from Waste Management to C&S Waste Solutions of Lassen County, LLC. Damon supervised the production of outreach materials including direct mailings to customers, newspaper advertisements, and website development. (Samples of materials prepared by C&S to implement the transition are found in Appendix 4.) Additionally, Damon prepared transition updates to the Lassen Regional Solid Waste Management Authority (LRSWMA) and arranged for information booths at various community events. John managed the delivery of refuse, recycling, and green waste carts to 3,750 residential accounts, and various sized bins to 890 Commercial accounts. He worked closely with the LRSWMA to keep them abreast of transition issues and secure a new franchise agreement.

The service commencement date was the 1st of January, which meant that cart and bin deliveries occurred when temperatures were freezing or below zero. Delivery teams had to adjust to working outdoors in hostile environments for long periods of time while maintaining focus and accuracy necessary to deliver the proper sized carts. Lassen County has a variable cart size system and it was important to deliver the right sized cart consistent with the customer's choice.



This transition was orderly and successful in spite of the existing hauler's corporate attempt to derail the transition. C&S had offered employment to all potentially displaced employees. During the transition, C&S discovered that the incumbent hauler was releasing many of their local personnel and bringing in drivers from outside the service area. This presented a major concern since it meant that C&S was likely to be short of drivers at the service commencement date. Damon and John quickly started efforts to locate the drivers that had been released and hired them immediately even though it was too early to have these new hires drive routes. Hiring these displaced drivers early proved to be productive as these drivers were able to use their knowledge of local conditions in assisting with all transition activities. C&S and the existing hauler's local management team established a good working relationship and worked collaboratively to ensure a seamless transition. Damon met with them regularly and discussed strategy so that the delivery and removal of bins and carts was coordinated, and that they would service our bins and carts prior to the actual start date if necessary.

2. THE CITY OF SELMA, CALIFORNIA

Damon and John Shea played integral roles in the City of Selma, California's transition from Waste Management to Selma Disposal & Recycling in 2002, assisting long-time family friend Larry Johnson who owned Selma Disposal & Recycling. (C&S later purchased Selma Disposal & Recycling upon Larry's retirement in 2014, assuming ownership of franchise agreements for solid waste services in the City of Selma, California and in adjacent areas in Fresno County). Initially in 2002, John worked directly with the City in all phases of the transition, including presentations to the City Council to discuss the new equipment being implemented, and to determine which type and color of cart would be most suitable. He was also involved in the contract negotiations.



In addition to regular discussions with City staff, John helped to establish a local office, set up the new billing and routing system, designed and printed educational materials, prepared the new yard, and permitted and licensed the new company. In the next stage of the transition, he began working with Waste Management to acquire the customer lists and service levels and coordinated the seamless exchange of customers' carts and bins.

Damon worked in a variety of roles from the production of outreach materials, the delivery of carts and bins, and driving collection routes when services commenced, to developing unique ways to collect missed customers.

In the final stage of the transition, all of the required equipment was ordered and received, employees were hired and trained, and all carts and bins were delivered prior to the commencement date. All customers received new solid waste, recycling, and green waste carts and all commercial and multifamily dwelling customers received new bins. In addition to the delivery of the containers, customers were provided with an introduction letter and a detailed educational material packet.

3. PAHRUMP, NEVADA

Upon purchasing Pahrump Valley Disposal in 1997, John Shea implemented a variety of service innovations in Southern Nevada. Initially, he and his team "right-sized" over 500 commercial bin accounts to provide more streamlined service. From 1998 to 2000, John implemented cart service and fully automated side loader collection in Pahrump, Nevada and the surrounding rural areas, transitioning over 8,000 customers and providing education for proper cart placement. In 2005, he established a voluntary drop-off recycling program for the towns of Pahrump, Amargosa Valley, and Beatty, Nevada. Additionally, upon taking over management of the Nye County Landfill in Pahrump in 2004, he implemented scrap metal and yard waste diversion programs at the landfill.

4. TOWN OF WINDSOR, THE CITY OF ROHNERT PARK, THE TOWN OF SAN ANSELMO, THE WESTERN RURAL PORTIONS OF SONOMA COUNTY, AND THE TAMALPAIS VALLEY COMMUNITY SERVICE DISTRICT IN CALIFORNIA.

In the late 1990's and early 2000's, Bruce McCracken was involved in managing complete transitions of service providers in the Town of Windsor, the City of Rohnert Park, the Town

of San Anselmo, the western rural portions of Sonoma County, and the Tamalpais Valley Community Service District in California. Over the last 25 years, Bruce has also been involved in a number of transition activities and service enhancement programs involving the City of Ukiah, City of Clearlake, and the County of Lake. Most notably, these activities included developing new routing to implement green waste collection services, expanding commercial recyclables collection and routing, establishing routes upon initiation of automated collecting, and distribution of residential carts concurrent with the establishment of single stream recycling services.

In the Town of Windsor, California, the existing provider refused to furnish a customer list. This was unexpected. Bruce had to establish a customer data base quickly and from scratch. A comprehensive system of mailers and subscription cards was established and sent to all residential and commercial properties in the Town. These letters alerted residents that subscription was necessary to assure continued solid waste, recycling and green waste services since service was not mandatory. As responses and cards were received, a data base of customers, including the choice of solid waste cart size; was built. Transition was occurring in December and many residents were out of town or otherwise preoccupied with the holiday season. As a result, responses to mailers were slow. Recognizing this, Bruce assembled a team to walk every street in the Town, knock on doors, and leave notices and subscription cards on doorsteps if no one was home. This door-to-door process was done twice. About 95% of residents had signed up by late December and the remainder of residents quickly subscribed as they saw carts being delivered to their neighbors. At the end of the transition, he suggested to the Town that the Franchise Agreement be modified to mandate that the service provider supply customer data bases to the Town periodically and that the duration of the Franchise Agreement be modified to avoid a December transition. The Town agreed and made the suggested changes.



5. MONTEREY COUNTY, CALIFORNIA

During his career in Monterey County, California, Mike Smith managed a number of industry transitions such as roll-outs of fully automated collection vehicles, implementation of separate commodity recycling, implementation of single stream and green waste recycling programs, as well as the start-up of commercial diversion activities. Mike also was instrumental in three successful company mergers in Monterey, serving as the Operations Manager responsible for consolidating two company yards into one, while at the same time ensuring that none of the varying services required by nine different franchise agreements were interrupted. He had to reduce personnel by half, consolidate collection routes, and implement automated collection vehicles, all while adapting to new corporate structures and polices.

6. EXPERIENCE WITH IMPLEMENTING MANDATORY SERVICE

C&S has recent experience with implementing mandatory service. In 2017 the City of Clearlake adopted an ordinance requiring all property owners within the City to subscribe to solid waste services. The City ordinance allowed for limited exemptions and did not allow for renters to

subscribe. In order to determine which parcels fell within the scope of the new requirements, C&S worked with the City and the County of Lake to establish a data base of parcels which were without service or had renters as the subscriber.

The City relied on C&S to develop notices to affected property owners and renters (either without service or those who had renters subscribing) and C&S distributed a series of notices informing property owners and renters of the new requirements and advising owners how to subscribe to service pursuant to the City's Ordinance. The City also relied on C&S to develop an Application for Exemption. The City made decisions on exemption requests and forwarded them to C&S for follow-up where exemptions were denied. Approximately 3,000 parcels were found initially to be non-compliant with the City's Ordinance. The City approved approximately 1,500 exemption requests largely in cases of vacant parcels or units used exclusively by owners as a vacation home. Mandatory service was completed on April 2, 2018. Samples of materials prepared by C&S to implement Mandatory Service are found in Appendix 5.)

AREA & DATE	POPULATION	CONTRACT	SERVICES	TRUCKS	C&S MANAGER
City of Selma, CA ***2002*** 1710 Tucker St. Selma, CA (559) 891-2200	24,000	10 Years	SFD, MFD, Com, RO Solid Waste, Single Stream Recycling, Commercial Recycling, Green Waste Construction and Demolition	3 Front Loaders with Automated Curotto Can 2 Front Loaders 2 Roll-Off Trucks 1 Container Delivery Truck 1 Flatbed Truck	Damon Shea General Manager C&S Waste Solutions of Lassen County John Shea Consultant (former owner of C&S Waste Solutions)
Lassen County, CA ***2011*** Lassen Regional Solid Waste Management 170 Russell Avenue, Suite X Susanville, CA 96130	26,000	7 Years with options	SFD, MFD, Com, RO Implemented ASL Collection Solid Waste, Single Stream, Commercial Recycling, Green Waste Construction and Demolition	3 ASL Trucks 2 Front Loaders 2 Roll-Off Trucks 1 Small Rear Loader 1 Flatbed Truck 1 Container Delivery Truck	Damon Shea General Manager C&S Waste Solutions of Lassen County John Shea Consultant (former owner of C&S Waste Solutions)
Monterey County, CA ***1990s*** P.O. Box 1728 Salinas, CA 93902 (831) 755-5066			SFD, MFD, Com, RO Implemented ASL Collection Solid Waste, Separate Commodity Recycling, Single Stream Recycling, Commercial Recycling, Green Waste Construction & Demolition Service yard, equipment, and staff consolidation	40 ASL Trucks 8 Front Loaders 12 Roll-Off Trucks 3 Flatbed Trucks 5 Container Delivery Trucks	Mike Smith General Manager C&S Waste Solutions of Nevada
Pahrump, NV ***1997-2021*** 2100 E. Walt Williams Dr. Ste. 100, Pahrump, NV 89048 (775) 751-7075			Implemented cart service, fully automated collection, and drop off recycling in rural NV communities. Right sized over 500 commercial bin accounts. Integrated Landfill operation and diversion programs. Establish 2 transfer stations	5 ASL Trucks 4 Front Loaders 4 Roll-Off Trucks 1 Flatbed Truck 2 Container Delivery Trucks	John Shea Consultant (former owner of C&S Waste Solutions) Damon Shea General Manager C&S Waste Solutions of Lassen County Mike Smith General Manager C&S Waste Solutions of Nevada

AREA & DATE	POPULATION	CONTRACT	SERVICES	TRUCKS	C&S MANAGER
City of San Jose, CA ***1993*** 200 E. Santa Clara St. San Jose, CA 95113 (408) 535-3500	400,000		SFD, MFD Implemented ASL Collection for Solid Waste, Solid Waste, Dual Stream Recycling, Commercial Recycling	22 ASL Trucks for MSW 50 Manual Collection Recycle Trucks 12 Front Loaders	John Shea Consultant (former owner of C&S Waste Solutions)
Town of Windsor, CA ***1997*** 9291 Old Redwood Hwy Windsor, CA 95492 (707) 838-1000 *(complete transition of service providers, 6 month transition period)*	21,000 SFD, MFD & Com Customers	10 Years	SFD, MFD & Com Solid Waste, Single Stream Recycling & Green Waste	3 ASL Trucks 1 Front Loader 1 Roll Off Truck 1 Sweeper	Bruce McCracken General Manager C&S Waste Solutions of California
City of Rohnert Park, CA ***2001*** 130 Avram Avenue Rohnert Park, CA 94928-1180 (707) 588-2226 *(complete transition of service providers, 6 month transition period)*	41,000 SFD, MFD & COM Customers	10 Years	SFD, MFD & Com Solid Waste, Single Stream Recycling & Green Waste	4 ASL Trucks 2 Front Loaders 2 Roll Off Trucks 2 Sweepers	Bruce McCracken General Manager C&S Waste Solutions of California
Town of San Anselmo, CA ***1994*** 525 San Anselmo Ave. San Anselmo, CA 94960 (415) 258-4600 *(complete transition of service providers, 3 month transition period)*	12,000	Assignment of Franchise Agreement – 8 Years Remaining	SFD, MFD & Com Solid Waste (implemented ASL Trucks) Implemented Single Stream Recycling & Green Waste Service	2 ASL Trucks 1 Front Loader 1 Roll Off Truck	Bruce McCracken General Manager C&S Waste Solutions of California
Tamalpais Community Service District, CA ***2002*** 305 Bell Lane Mill Valley, CA 94941 (415) 388-6393 info@tamcsd.org	1,900	10 Years	SFD, MFD & Com Solid Waste, Implemented Single Stream Recycling	1 ASL Truck 1 Front Loader 1 Roll Off Truck 1 Container Delivery Truck	Bruce McCracken General Manager C&S Waste Solutions of California







Section III

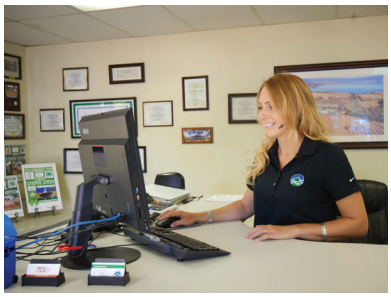
Proposal for Collection Services

SECTION III

PROPOSAL FOR COLLECTION SERVICES

A. LOCAL OFFICE AND HOURS OF OPERATION

C&S will operate a local office located at 23 Enterprise Way in Dayton, Nevada. The office will establish local and toll-free phone numbers, and the phone system will have Telecommunications Device for the Deaf Services (TDD). Additionally, a local emergency number will be provided in the event of after-hours emergencies. Local employees working in the Lyon County office will be answering calls, responding directly to customers, and will have bilingual capabilities. Calls will not be directed to a call center. Office hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday. C&S will utilize staggered shifts for CSRs in order to accommodate work breaks and lunch times during the normal 8-hour day when the office is open to the public. This assures that customers have constant accessibility to CSRs during the day. All customers will be welcome to visit the office for answers to questions, to collect printed materials about services, request service changes, or make bill payments.



Collection services within residential areas will operate between 6:00 am and 6:00 pm, Monday through Friday and, if necessary, between 7:00 am and 6:00 pm on Saturdays. Commercial services will operate between 5:00 am and 6:00 pm.

B. ROUTE OPERATIONS STRATEGY

C&S intends to utilize the following strategy to collect materials within the County.

- Each weekday, three (3) semi-automated side loaders will collect residential solid waste as well as waste from commercial accounts utilizing cart service.
- Similarly, each weekday one (1) front loader will collect solid waste from multifamily, commercial, and industrial accounts.
- Residential and commercial waste will be hauled to a permitted disposal facility or transfer station. Landfills in Carson City and Fallon will be utilized in conjunction with the transfer stations in Dayton and Silver Springs.
- All residential collection will occur Monday through Friday. Multifamily, commercial, and industrial services may include a Saturday pickup, as necessary. Service hours will conform to the requirements of the proposed Franchise Agreement.

To the extent possible, C&S intends to maintain the current collection days for residential accounts upon initiation of services to minimize transition issues. Once the transition is complete, any changes to increase efficiencies to current collection days for residential accounts will be subject to approval by the County, and customers will be provided a minimum of 30 days advance notice of any such change.

HARD TO SERVICE AREAS

C&S has extensive experience providing service in diverse environments that pose challenges to routine collection of waste. Effective communication and collaboration has proven to be the best course of action in ensuring that C&S is able to provide reliable and sustainable service while meeting customer expectations. This has been accomplished in a variety of ways from using more strategic vehicles for better access to utilizing different bin type sizes and placement locations.

C. RESIDENTIAL OR SINGLE FAMILY DWELLING SERVICES

- Weekly curbside solid waste collection service will be provided utilizing new 96 gallon carts. 64 gallon carts will be available upon request.
- Special services such as walk-in service and senior discounts will be available as specified in the Franchise Agreement.
- In addition to the 96 or 64 gallon cart service, all residential customers will be entitled to collection of an additional (one) cubic yard (approximately) of refuse and waste matter. The additional refuse and waste matter may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste. This additional waste is equivalent to six 32 gallon cans, bags, boxes, or bundles. Each item shall not exceed 75 pounds in weight or four (4) feet in length.
- Each residential customer shall be provided the opportunity to receive a 96 gallon cart, or may request a smaller, 64 gallon cart as a substitute. Customers may provide their own containers and will not be charged any additional fee for the collection of solid waste from customer owned containers, provided that such containers do not pose a safety hazard to Company's collection workers or collection vehicles, and provided further that C&S will not be responsible for normal wear and tear or other damage to such customer owned containers unless caused by C&S. When the 64 gallon service level is requested by a customer other than a senior, it does not include the additional cubic yard of waste.



- Each senior residential customer shall be provided the opportunity to receive a 64 gallon cart. Eligible seniors shall be 62 years old, or older. Senior residential collection includes the collection of 64 gallons or more of solid waste in a container(s) and an additional one cubic yard (approximately) of refuse and waste matter. This additional waste matter may be placed in boxes, bundles, disposal plastic bags, or other suitable containers that meet the limitations specified in the definition of Bulky Waste.
- Residential customers will be able to request one (1) additional 96 gallon cart as a part of the collection of the additional cubic yard of refuse and waste matter. A cart rental fee will be applied, but there will be no additional service charge for emptying the cart. The extra cart and rental fee shall not entitle residential customers to more than one (1) additional cubic yard of refuse and waste matter. Additional carts may be provided for a fee as set forth in the rate schedule.

D. MULTIFAMILY DWELLING SERVICES

- Service to multifamily dwellings will be provided at least weekly (or more frequently as desired) for the collection of solid waste using carts or bins. Carts will be offered in the 96 gallon size, and bins in 1, 1.5, 2, 3, 4, and 6 cubic yard sizes. Customers will be allowed to furnish their own compactors provided these can be serviced by industry-standard front loading collection trucks (for compactor bins) and/or industry standard "roll-off" trucks.
- Restricted access lids will be made available upon request and provided at an additional fee.

E. COMMERCIAL AND INDUSTRIAL SERVICES

- Service shall be provided weekly (or multiple times per week, or at such frequency as shall be reasonably requested by the owner or agent to maintain premises free of accumulation of waste) for collection of solid waste using carts or bins. Carts will be offered in the 96 gallon size, and bins in 1, 1.5, 2, 3, 4, and 6 cubic yard sizes. Customer owned compactors will be serviced under the same terms described in the Multifamily Services section above.
- Restricted access lids will be made available upon request and provided at an additional fee.

F. COUNTY SERVICES

- Services shall be provided weekly (or more frequently) for collection of solid waste utilizing carts or bins. Carts will be offered in 96 gallon sizes, and bins in 1, 1.5, 2, 3, 4, and 6 cubic yard sizes.
- Restricted access lids will be made available upon request and provided at an additional fee.

1. COUNTY CLEAN-UP SERVICE

Clean-up services will be provided in response to a request from the Community Development Director at least 30 days in advance. C&S will provide collection vehicles, bins and/or roll-off box containers and staff necessary for temporary clean-up programs at a centralized collection site, including but not limited to organized area clean-ups. C&S will transport and deliver the collected materials to the disposal facility, the materials recovery facility, or such other facility as is appropriate for the disposition of the materials.

2. ON-CALL BULKY ITEM SERVICE

C&S will provide bulky item collection service to Lyon County service units in the County as set forth in the Franchise Agreement.

3. NEIGHBORHOOD CLEAN-UP PROGRAM

C&S will provide two Neighborhood Clean-Up days per year where residential customers are permitted to place bulky items curbside on a designated day according to designated parameters. The number of tires collected as part of each Neighborhood Clean-Up shall be limited to four (4) passenger car and light truck tires per household.

4. ON-CALL COLLECTION OF ILLEGALLY DUMPED BULKY ITEMS

On-call collection of illegally dumped Bulky Items will be provided as requested by Lyon County. Within 24 hours of notification by the County, C&S will collect the items. A designated contact at C&S for notification of illegally dumped items will be provided to Lyon County.

G. CONSTRUCTION AND DEMOLITION WASTE

Temporary roll-off boxes and bins will be made available to all service units in accordance with the Franchise Agreement. Service will be rendered within two (2) days of a request. Proper records will be maintained to account for tonnages of materials disposed and diverted. Roll-off boxes will be offered in 15, 20, and 30 cubic yard sizes, and the bins will be offered in 3 and 6 cubic yard sizes.

H. OTHER SERVICES

1. HOUSEHOLD HAZARDOUS WASTE PROGRAM

C&S will work with the County and its various fire districts to provide for a Household Hazardous Waste Program at each Transfer Station in the unincorporated area of the County at a minimum of once annually. The collection of Household Hazardous Waste will comply with the requirements set forth in NRS 444A as applicable, or as may become applicable, to Lyon County.

2. DISASTER RELIEF

In the event of a natural disaster or other County emergency, C&S will use all commercially reasonable efforts to provide assistance to Lyon County in the form of equipment, labor, and disposal services.

3. BRUSH/BULKY WASTES COLLECTION

A special collection service for large amounts of brush/bulky wastes and/or bundles will be available to all residential customers upon request and for a fee, except as specified in the description of residential collection.

4. UNUSUAL ACCUMULATIONS COLLECTION

C&S will provide for the collection of unusual accumulations of solid waste, as provided in the franchise agreement. Such collection services may be made at an additional charge to the customer.

5. VOUCHERS FOR FREE DISPOSAL SERVICE

During the term of this Agreement, each single family residential customer shall be issued a voucher once per year, which shall entitle such customer to dispose of up to four (4) cubic yards of solid waste, free of charge, at a C&S operated or subcontracted Transfer Station. The voucher will be a punch card or have separate coupons to allow customers to dispose of solid waste in half yard increments. C&S will provide the voucher to each single family residential customer of record in the first quarter of each calendar year. New customers will be provided a voucher in their “Welcome Packages.”

Customers will be responsible for the removal of CFC's from any refrigeration type unit prior to disposal at the Transfer Station. The voucher does not provide for free CFC removal. The first year's voucher shall be provided upon commencement of service and vouchers will not expire throughout the term of this agreement.

6. ANIMAL RESISTANT CONTAINERS

C&S will offer all residential, multifamily dwellings, and commercial customers the option of utilizing animal resistant containers. These containers will be available upon request and provided at an additional fee.

I. RECYCLABLES

- Recyclables will be received at all of the transfer stations located in Lyon County.
- Recyclables will be weighed at the processing facility chosen to handle those materials.
- Should Lyon County choose to enhance any of the recycling services, C&S is well versed in handling various types of recyclables and will be able to provide cost effective solutions on behalf of the County.
- Reporting regarding recyclables will be provided according to the Franchise Agreement.



J. VEHICLES

In the experience of C&S, the time between the award of the Franchise Agreement and the service initiation date is compressed. Although the Company commits to ordering and using new collection vehicles (front loaders and semi-automated side loaders), truck manufacturers have indicated that it may take approximately one year to fulfill orders. Accordingly, if necessary, C&S will rely on using vehicles from affiliate companies or leased vehicles for the required lead time.

C&S will use the following vehicles as the County's service provider:

1. FLEET DETAILS

- Three (3) new industry standard semi-automated side loaders for residential garbage,
- One (1) new industry standard front loaders used for the collection of all MFD and COM accounts.
- One (1) new roll-off truck that will service stationary compactors and permanent debris boxes.
- One (1) used rear-load truck that will serve as a backup unit for residential and commercial pickup. This truck can also be used for bulky item pickup.
- One (1) new flatbed vehicle to deliver carts and pick up bulky items.
- One (1) new service truck to maintain and support fleet vehicles.

FLEET DETAILS						
	Side Loader	*Front Loader*	*Roll-Off*	*Rear Loader*	*Flatbed*	*Service*
Quantity	3	1	1	1	1	1
Make	Pete/Labrie	Pete/Wittke	Pete/Amrep	Autocar/ McNeilus	Ford/Harbor	Ford/Harbor
Model	520 Automizer	Starlight	567	2510	F452	F550
Year	2022	2022	2021	2009	2021	2021
Condition	New	New	New	Used	New	New
Life	10 Years	10 Years	10 Years	10 Years	10 Years	10 Years
Fuel Type	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel
Size (Length)	34	33	36	28	28	28
Axles	4	4	3	3	2	2
Weight	37,960	37,020	26,460	36,500	10.720	20.004
Capacity	31 cu yd	38 cu yd	Up to 50 cu yd	25 cu yd	16’	N/A
Turn Radius	27.2	27.2	32.5	N/A	23.8	23.8
Compartments	1	1	N/A	1	N/A	N/A
Color	Blue	Blue	Blue	Blue	White/Blue	White/Blue

2. COLLECTION VEHICLE FEATURES

All semi-automated side load and front loader collection vehicles will have a single operator, will be blue in color, and have a Company logo along with the Company name affixed to the doors. Additionally, the Company telephone number will appear below the name. Lettering will not be less than three (3) inches tall. Trucks will also contain lettering/signage specifying C&S’ website. Trucks will be washed weekly to assure a clean appearance. Truck parking will occur at C&S’ facility on Enterprise Way in Dayton, Nevada. Back-up collection vehicles will also be stationed at this site.

Each collection vehicle will be equipped with GPS systems and software routing modules that allow for tracking in real time; on-board scales, which will prevent overloading and reduce wear on County roads; and hopper cameras that allow drivers to monitor and observe contents of containers as they are tipped. These vehicles will also be equipped with a hydraulic tank sensor that alerts drivers of any apparent leak in these systems. This feature helps eliminate inadvertent oil spills on County roads. Trucks will also be outfitted with a safety camera system which enable opportunities for coaching better driving habits, driving a culture of safety first.

3. ROUTING SOFTWARE AND DRIVER TABLETS

All collection vehicles will be equipped with tablets that operate with routing software such as Soft-Pak Waste Hauler Software or Desert Micro Route Manager, which allows the drivers to easily view and scroll through their route list and receive dispatched work in real time. Drivers can easily take photos, update notes, and instantly verify additional services. All information

instantly transmits back to the administrative office and updates the customer account in the database. Driver activities and their GPS locations are sent to customer service or dispatching and displayed via Google Maps. All information flows back in real time and offers additional data for route productivity, work orders, billing, and route follow up to be completed instantly.

KEY FEATURES OF ROUTING SOFTWARE INCLUDE

- Real time GPS tracking on Google Maps
- Scheduled and on call work sent instantly to drivers
- Mapping of local streets and highways
- Picture capabilities for overloaded / blocked containers
- Recording of all driver activity
- Enter weights from on board scales
- Recorded service time for each stop
- Capture signatures for customer verification
- Drivers can easily charge for and verify additional services

4. SPILL PREVENTION AND CLEAN UP

All collection vehicles will have Spill Kits to assure that any minor spillage (up to 3 gallons) of oil or hydraulic fluids are addressed immediately. Truck mounted Spill Kits contain absorbent mat pads and socks along with disposal bags for used absorbents.

In the event of a spill that exceeds the capacity of the Spill Kit, the shop will dispatch an Emergency Response Bin that contains multiple bags of dry absorbents, absorbent rolls, and towels. Also included are personal protective equipment, lights, safety cones, and a traffic sign designed to keep C&S employees and the public safe during cleanups.

Collection Vehicles are also equipped with a broom and shovel in the event that other types of messes or spills occur during the collection process so that drivers can address those situations immediately.

5. DAILY INSPECTIONS OF COLLECTION VEHICLES

C&S utilizes a Daily Vehicle Inspection Report (DVIR) system in compliance with federal regulations. Each day, route drivers perform a pre-trip truck inspection before starting operations and verify the inspection on a DVIR form. If service issues are found, necessary repairs are made prior to the truck being dispatched. The driver maintains the DVIR in the vehicle during the day, and a post-trip inspection is made at the conclusion of the shift. The driver notes any mechanical or service issue(s) that require attention on the DVIR. The vehicle is then assigned to a mechanic and, when repairs are completed, the mechanic notes completion of such repairs and signs the DVIR. The DVIR is then filed in the individual folder maintained for each vehicle.

This system allows for a complete and comprehensive review of the mechanical history of each vehicle and is an integral part of the C&S Waste Safety Program. The primary focus of this system is to assure that all trucks are operating safely.

Further, in the event that a truck must “break off” a route and return to the shop for repairs during the day, the shop checks all fluid levels, hoses, tires, and lights (in addition to making the specific repair) before the vehicle resumes the route. This provides an extra level of safety.

6. PREVENTIVE MAINTENANCE ON COLLECTION VEHICLES

C&S adheres to a rigorous schedule of preventive maintenance on vehicles. The schedule is based on truck "hours of operation." After every 250 hours of operation, trucks are serviced. The level of service is determined by the total number of hours accumulated. As more hours are accumulated, more maintenance is performed. For example a 250 hour service involves changing of oil and oil filters and lubrication, as well as a general inspection. A 500 hours service involves changing transmission filters in addition to the basic oil filter and lubrication and general inspection. At 1,000 hours, hydraulic filters are changed. At 2000 hours, all compartments are serviced and valve and injectors are adjusted. After each service, shop personnel document the services performed on C&S' Truck and Tractor Maintenance form. This system is in addition to any recommended services issued by truck manufacturers. The Preventive Maintenance Program, like the DVIR system, is a vital component of C&S' Safety Program. Well maintained vehicles help assure safe collection on County roads, housing complexes and business locations.

7. ROADSIDE REPAIRS

In cases where a driver requires a roadside repair, the driver calls the shop via cell phone. The shop supervisor will assess the situation and, firstly, will assure that the driver and the public are safe. Drivers are trained and instructed to always pull off the road, if possible, and lay out safety triangles. C&S maintains Mobile Repair Trucks for roadside assistance. These trucks are able to render assistance for such items as tire repairs, replenishing fluids, changing filters, adjusting brakes, and changing directional and safety lights.

K. SAFETY

C&S regards safety as its top priority, its number one operating value above all else. C&S has a Comprehensive Injury, Illness Prevention Program in place. Each operating unit within C&S (such as collection operations, repair shop, and administrative offices) has an individual safety manual designed specifically for the unique needs of that unit.

All employees in each operating unit undergo regular training and C&S offers a reward program (cash incentives) for compliance with safety requirements and avoidance of injury.



Drivers are required to submit a State of Nevada Motor Vehicle Report (MVR) prior to employment and C&S receives MVR updates on all drivers every six (6) months. Regular safety meetings will be held with all drivers on a weekly basis. These meetings will cover a variety of topics such as safe backing procedures, inclement weather hazards, handling breakdowns, the dangers of excessive speed, distracted driving, and courtesy in sharing the road. Additionally, C&S provides ongoing extensive training and certifications via a third party safety professional. C&S will establish a Safety Committee comprised of employees from various departments. This committee will meet quarterly. All accidents or "near misses" are reviewed with drivers to address the specific details involved and address solutions to prevent reoccurrences. C&S utilizes all safety meetings as learning opportunities and a means to reinforce positive habits.

C&S' Fleet Manager reviews all preventive maintenance records, driver's DVIRs and repair documentation to assure all drivers and maintenance personnel remain vigilant to vehicle safety items.

The Route Supervisor will monitor collection operations and counsel drivers if unsafe practices are observed. Additionally, supervisors and drivers will discuss bin and cart placement issues with customers to assure that safety is maximized during operations.

Route collectors who observe hazardous waste (including u-waste and e-waste) in bins or carts will be instructed to leave containers unemptied, leave a notice for the customer indicating why it was not collected, and contact the Route Supervisor. The Route Supervisor will attempt to determine the generator of the material and return these improper materials to the appropriate person.

L. CONTAINERS

Bins ranging from 1 to 6 cubic yards will be industry standard containers manufactured by McLaughlin Waste Equipment, Consolidated Fabricators or equivalent. Bins from 1 to 4 cubic yards will have wheels. 6 cubic yard bins will not have wheels. All lids will be plastic, unless customers request an animal resistant container, which will have metal lids. Bins used for garbage will be blue with black lids. Bins used for recycling materials will be blue with blue lids. All bins will have appropriate signage for "do's and don'ts."

Carts in 64 and 96 gallon sizes will be industry standard carts manufactured by Rehrig Pacific, Schaefer or another comparable manufacturer. Animal resistant containers will be made available to customers upon request. Garbage carts will be grey with grey lids.

Roll-Off boxes will be offered in 10, 15, 20, 30, and 40 cubic yard sizes, and compactors will range from 10-40 cubic yards. Roll-Off boxes will be blue.



C&S has used bins and containers from these manufacturers in all Company operations for a number of years and has found no problems with these products.

C&S warrants that a sufficient inventory of bins and carts will be maintained to service all customers in the County.

Customers who report a mechanical problem with a container (bin or cart) will have a replacement container the day following the report.

Containers will be regularly monitored by route drivers and the Route Supervisor to ensure they are in good working order with clean paint and stickers, as well as properly functioning lids and wheels. Drivers will be instructed to report damaged bins or carts to the Dispatch office. If a container is determined to need repair or paint, the Dispatch office will generate a Work Order upon receipt of a report, and the damaged container will be exchanged for a new container no later than the day following the report. The damaged container will be brought back to our maintenance facility for the necessary repairs. Once those repairs are completed, the container will go back on line and be available for delivery.

M. LOCAL PURCHASING PREFERENCE

C&S recognizes that the success of local communities is directly linked to the success of the local businesses within those communities. Thus, C&S makes a dedicated effort to purchase materials, supplies, parts, and equipment from local businesses whenever possible, and will make such efforts in Lyon County.







Section IV

Proposal for Transfer Stations

SECTION IV

PROPOSAL FOR TRANSFER STATIONS

C&S will design, build, and operate transfer stations in Dayton and Silver Springs, Nevada. C&S intends to subcontract with D&S Waste Removal, Inc. for the operations of transfer stations in Mason and Smith Valley, Nevada.

The transfer stations will be open to the public and manned by a C&S employee during operating hours. Customers will be able to top-load or dump waste directly into boxes or trailers from above (Top Load). Once the boxes or trailer is fully loaded it will be transported to a permitted landfill for disposal. C&S intends to utilize both the Carson City and City of Fallon landfills for disposal.

A. LOCATIONS

DAYTON:

C&S intends to purchase land at 23 Enterprise Way in Dayton, Nevada to establish and operate a transfer station for Lyon County residents and businesses. This is a strategic location due to the fact that it is on the same road as the existing transfer station. This will make for a smooth transition with minimal inconvenience to customers.

SILVER SPRINGS:

C&S has acquired land at 2425 Almond Drive in Silver Springs, Nevada to establish and operate a transfer station for Lyon County residents and businesses. This site is properly zoned for the intended use.

MASON AND SMITH VALLEY:

C&S plans to subcontract the Mason and Smith Valley transfer station operations to D&S Waste Removal, Inc. D&S has been operating for over 40 years and currently owns and operates transfer stations in those areas while functioning as a subcontractor to the current franchisee.

B. HOURS OF OPERATION

Hours of operation for the Dayton Transfer Station would be from 8:00 a.m. to 4:00 p.m. Monday through Wednesday, Saturday and Sunday. These days and hours are open for discussion as C&S would like to ensure that this meets the needs of Lyon County residents and businesses.

Hours of operation for the Silver Springs Transfer Station would be from Thursday through Saturday from 8:00 a.m. to 4:00 p.m.

C. ACCEPTABLE MATERIALS

Acceptable materials include but are not limited to MSW, rubbish, landscape debris, and construction and demolition waste. Recyclable material will also be accepted at the transfer stations pursuant to the provisions of the RFP and franchise agreement.

D. EQUIPMENT

C&S will utilize a combination of 50 yard roll-off boxes and walking floor transfer trailers to accept and haul waste and recycling materials. Roll-off trucks with trailers and/or a tractor will be used to transport boxes and trailers.

A skid-steer or comparable piece of equipment will be on site to maintain cleanliness and assist, if necessary, with the movement and loading of materials.

E. DISPOSAL FEES

Disposal fees are as follows:

- Carson City - $58.00/ton current, likely increasing to $74.00/ton 7/1/22
- Fallon - $20.00/ton







Section V

Proposed Rate Schedule

SECTION V

PROPOSED RATE SCHEDULE

The following proposed rate structure has been designed to reflect realistic revenue needs necessary to assure delivery of services over the life of the Agreement.

Lyon County
Rate Schedule

Residential Service Rate Per Month	
Service Level	**Rate per Month**
96 gallon with 1 cubic yard loose waste	$ 30.00
64 gallon with no excess	$ 25.00
64 gallon Senior Rate	$ 20.00
Extra 96 gallon Cart Rent	$ 12.00
Yard Service Fee, walk-in/drive-in service	$ 10.00
Yard service for disabled or elderly only*	$ -
Extra Bulky item pickup on service day - per Yard**	$ 10.89
Extra Bulky item pickup on non service day trip charge**	$ 72.55
Container Replacement Fee (Customer Damage)	$ 104.64

*Requires Medical Certificate

**Bulky pickups charged per yard + an additional trip charge if not on customer service day.

Commercial Service Rate Per Month					
Container Capacity	**Service Frequency**				
	1 x Week	**2 x Week**	**3 x Week**	**4 x Week**	**5 x Week**
1 Cubic Yard	$ 241.42	$ 482.90	$ 724.33	$ 965.73	$ 1,207.19
1.5 Cubic Yard	$ 317.57	$ 635.08	$ 952.63	$ 1,270.22	$ 1,587.79
2 Cubic Yard	$ 343.15	$ 686.29	$ 1,029.49	$ 1,372.66	$ 1,715.78
3 Cubic Yard	$ 403.40	$ 806.70	$ 1,210.09	$ 1,613.45	$ 2,016.83
4 Cubic Yard	$ 476.65	$ 953.26	$ 1,429.94	$ 1,906.57	$ 2,383.21
6 Cubic Yard	$ 693.41	$ 1,386.78	$ 2,080.17	$ 2,773.59	$ 3,466.96
96 gallon commercial rate	$ 85.45	N/A	N/A	N/A	N/A

Roll Off Service Rates	
Garbage	**Rate per Haul**
15 Cubic Yard	$ 393.78
20 Cubic Yard	$ 525.01
30 Cubic Yard	$ 735.00
Compactors	**Rate per Haul**
10 Cubic Yard	$ 653.65
15 Cubic Yard	$ 795.28
20 Cubic Yard	$ 865.37
24 Cubic Yard	$ 952.97
30 Cubic Yard	$ 1,220.10
40 Cubic Yard	$ 1,666.54
Other Charges	**Rate per Haul**
Delivery Fee	$ 100.00
Roll Off Rate Per Yard (for unlisted bin sizes)	$ 26.25

Transfer Stations: Dayton and Silver Springs	
Item	**Rate**
MSW-Loose per yard	$ 20.00
MSW-compacted per yard	$ 26.00
C&D	$ 27.45
Freon Recovery	$ 80.45
White Metals-Per Item	$ 40.25
Recyclables drop off-paper, cardboard, glass, newspaper, plastics, magazines, aluminum, and tin	$ -
Anit Freeze (3 gallon max)	$ -
Batteries	$ -
Waste Oil (5 gallon max)	$ -
Tires-Up to 20"	$ 16.00
Tires-Over 20"	$ 19.30
Tire Equipment	$ 56.45





Section VI

Proposed Customer Service Plan

SECTION VI

PROPOSED CUSTOMER SERVICE PLAN

A. CUSTOMER SERVICE APPROACH

C&S prides itself on delivering customer service of the highest quality and professionalism. Our managers regularly remind their employees that customer service is the highest priority.

Our key personnel, through their extensive industry experience, have learned that customers really do care about the quality of their solid waste and recycling services.

In the event of a service complaint, the C&S approach is to listen first, then seek a solution that satisfies the customer, and permanently resolve the service issue. C&S CSRs are regularly reminded to think like a customer in order to position themselves with a solution-oriented frame of mind that is soothing and constructive. The approach centers around a "long-term" mindset with the understanding that coming to a satisfactory resolution will ensure that C&S has a satisfied customer well into the future.

C&S knows that it is the frontline people who make all the difference: drivers, CSRs, and field service supervisors. The cleanliness and appearance of Company equipment also makes a statement, as does the appearance and energy of the corporate office. We are keenly aware that first impressions matter and courtesy counts.

1. LOCAL MANAGEMENT

Damon Shea will serve as the General Manager of Lyon County Waste Solutions, LLC. Damon has over 25 years of experience in the solid waste industry. He has previously served as the General Manager of C&S Waste Solutions of Nevada, Inc. in Pahrump, Nevada, and since 2011, he has been the General Manager of C&S Waste Solutions of Lassen County, LLC. Damon was instrumental in the smooth transition of service providers in Lassen County, and he is a resident of Washoe Valley.



2. LOCAL OFFICE LOCATION, TELEPHONE NUMBER, AND HOURS OF OPERATION

C&S will operate a local office located at 23 Enterprise Way in Dayton, Nevada. The office will establish local and toll-free phone numbers, and the phone system will have Telecommunications Device for the Deaf Services (TDD). Additionally, a local emergency number will be provided in the event of after-hours emergencies. Local employees working in the Lyon County office will be answering calls, responding directly to customers, and will have bilingual capabilities. Calls will not be directed to a call center. Office hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday. C&S will utilize staggered shifts for CSRs in order to accommodate work breaks and lunch times during the normal 8-hour day when the office is open to the public. This assures that customers have constant accessibility to CSRs during the day. All customers will be welcome to visit the office for answers to questions, to collect printed materials about services, request service changes, or make bill payments.

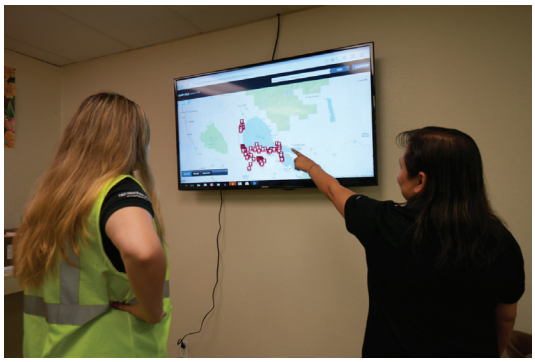
3. CUSTOMER SERVICE PROTOCOL

At C&S, our CSRs are local residents of the community, as well as being customers themselves. This allows them to have both the perspective of the customer as well as being an important member of C&S. Each local office of C&S has the ability to answer calls or interact with customers in Spanish.

When answering calls or dealing with customers in the office, each CSR identifies himself/herself by name and listens attentively to the customer. They are well trained and demonstrate courtesy and professionalism at all times. If, for any reason, a CSR is unable to resolve an issue with a customer, the matter is immediately referred to the Office Manager and/or the General Manager. C&S believes that timely responses are a vital part of assuring superior service. Even in events where a customer may be in the wrong, it is always best to deal timely with a matter and not allow feelings or emotions to fester.

When a customer makes contact with a CSR, the routing software operating system enables the following sequence of events:

- The CSR accesses the customer profile on-screen using either the name, account number, or address.
- The CSR is immediately able to view the customer's type of service, frequency of collection, route identification, and name of route collector. The CSR is able to quickly review historical work orders associated with the account along with payment history.
- Customer requests for service changes or special requests are entered into the system and a "Work Order" is automatically generated.
- These "Work Orders" are then sent to the Dispatch Office where they are assembled by route and transmitted electronically and via hard copy to the appropriate route collector.
- Upon completion of the "Work Order," the route driver communicates electronically and via hard copy that the service has been completed.
- The CSR then accesses the customer's profile and logs the service request as completed.



Customer calls that involve making payment to credit cards are handled immediately by the CSR.

C&S' routing software operating system allows for prompt and efficient service to customers and maintains a detailed history of each account including each contact made during the course of service.

4. TYPE AND DESCRIPTION OF CUSTOMER MANAGEMENT SOFTWARE USED

C&S uses a routing software application designed specifically for the solid waste hauling industry, which integrates dispatching, customer service, routing and billing. Route or service problems can be tracked easily at the route level, which transfers into customer notes and immediately posts to the customer database. Customer service note-taking and service orders can also be created and tracked efficiently. Online payments are processed through a web portal.

Software capabilities and features include:

- Customer Management
- Integrated Email
- Customer Website Portal allowing for paperless billing, automatic payments, and service information
- Accounts Receivable Billing and Accounts Payable Accounting
- Brokerage Tracking with Shipping Reconciliation
- Onboard Truck Computer Integration with driver access to "on-screen" routing and work orders
- On-Call Services, Roll-off, Recurring Route Mapping, and Route Optimization
- Scale Management: Transfer Station, Landfill, MRF, and Recycling Facilities
- Link Pictures and Attachments to Scale Tickets and Work Orders
- Split Ticket Multiple Customer, Multiple Material Loads
- Recycling Management: AP, AR, and MRF Management
- Process, Purchase Order, and Sales Order Management
- Fleet and Equipment Management and Maintenance

a. *Real Time Communication*

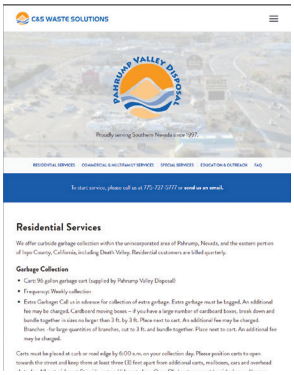
The routing software system has a module that includes equipping drivers with tablets. Significantly, this allows CSRs to know the exact location of the vehicle at all times, and communication between the driver and office personnel is instantaneous. This is invaluable since it enables a CSR to communicate with a driver while a customer is on the phone. Most matters can be addressed and resolved without the need for a call-back.

b. *Real Time Photographic Documentation*

The routing software system also allows for drivers to photograph situations encountered on-route. Typically, photographs are taken of such things as overloaded containers, carts not set-out for collection, improper staging of carts/bins, and unpermitted materials in containers. These photographs can be electronically sent to the office in real time and are valuable in resolving customer inquiries that might arise during the day.

5. WEBSITE ACCESS

C&S operates a comprehensive website at www.candswaste.com. Customers accessing this site are able to get information concerning all services, directions for making service changes, payment options (including the ability to make payments via electronic check, credit card or ACH reoccurring payments), recycling and diversion guides, ask questions or register a concern.



Additionally, the website will allow customers to view the collection schedule at their specific address. It will also allow customers to enter a specific type of material to determine whether the item should be placed in the solid waste cart, recycled, or donated to a

reuse organization. This website feature is currently used successfully by Lassen County Waste Solutions, LLC, and will be included in the Lyon County website addition.

C&S can track the type and number of inquiries made by product type, which is useful in focusing education and outreach efforts. For example, if it is determined that a significant portion of inquiries have involved "pizza boxes," outreach literature can be designed to specifically address this issue.

6. MOBILE APP

In addition to the C&S website, Lyon County residents will be able to utilize a mobile app, which allows customers to electronically receive weekly reminders about collection days, notification of impending holidays, and notices in the event that collection has been delayed. The app is also capable of sending billing reminders and updates to solid waste and other services. All educational and outreach materials are accessible through the app as well. Additionally, like the website, the app has the search feature and tracking capabilities discussed above.

Customers who choose not to utilize the mobile app will have the option of receiving reminders and updates via text or email to mobile phone.

This mobile app and electronic notification is currently used by Lassen County Waste Solutions, LLC, and will be offered to Lyon County customers.

7. SOCIAL MEDIA

C&S will develop County-specific social media platforms such as Facebook and Twitter and begin "promoting" posts alerting customers to the pending change in service provider during transition and continuing through the start date. Customers will be reminded to watch for full transition information in their mailbox, directed to the C&S website, and informed about an increased emphasis on recycling and contamination management.

8. COMPLAINTS

a. General Complaints

If C&S receives complaints regarding matters such as trucks speeding, creating undue noise, or uncourteous driving, CSRs promptly notify the Dispatch Office. The Dispatcher immediately contacts the driver via the mobile tablet and discusses the situation with the driver. Appropriate disciplinary action is taken where warranted. If necessary, the Route Supervisor will contact customers and meet with them on site, if required, to discuss and evaluate the situation and work toward a mutual resolution.

b. Missed Collections

C&S has a miss rate (or a "perceived miss" due to a late set-out) of less than one percent of the customer base, well below the industry average. Route supervisors spend nearly 100 percent of their time supervising routes in the field to make certain that all driver tasks are completed as scheduled. If a missed collection occurs, C&S dispatcher makes every attempt to service the customer the same day it is reported, either through the assigned driver (if still out on the route), a driver from a neighboring route, or through the route supervisor. From time-to-time, a miss must be collected the following morning if reported late in the workday.

c. *Non-Collection Notices for Contamination*

Company drivers routinely look for contamination in waste containers, as well as hazardous waste or other prohibited items in carts and bins.

If collection is not made due to contamination by unpermitted material that is not hazardous, the driver notifies a CSR in order that the non-collection can be noted in the customer's account. This occurs immediately utilizing the capabilities of our routing software program. The CSR then contacts the customer to explain why a cart/bin was not collected and the driver leaves a Notice on the container along with proper Education Materials to assist in training the customer about how to properly set-out materials for collection. A copy of the Notice is also returned to the CSRs for record keeping. In cases where it is feasible, drivers have the option of removing contaminants from the container, placing them on the customer's premise, and leaving a Notice on the contaminated materials. The driver will report the matter to the CSR and the CSR will contact the customer.


(888) 718-4888
www.candswaste.com
Notice of Non-Collect
To Avoid Interruption to your Service, Please Follow These Guidelines:
Cart Placement
☐ Cart must be placed at road edge. Please place it where our truck can easily approach the container.
☐ Carts must be placed 3 feet apart and 3 feet from any other obstacles.
☐ Cart not accessible. Keep cart away from cars, poles, trees, fire hydrants, basketball hoops, or any other obstacles.
☐ Container turned the wrong direction. Please place the container so that the lid opens toward the street and the handle points towards the house.
Recycling Contamination
☐ The container contained the following material(s) not accepted in our single-stream recycling program:
Garbage • Film Plastic • Window or Mirror Glass
Fluorescent Tubes • Light Bulbs • Food Contaminated Item
Electronic Waste • Hazardous Waste • Yard Waste
Other: _____
** See attached recycling guide for acceptable items. **

If necessary, C&S will have its Outreach Coordinator make contact with the customer to answer any additional questions and to assist that customer with proper training to correct the issue.

d. *Non-Collection of Hazardous Waste*

If a driver determines that hazardous waste has been placed in a container, the driver calls the Dispatch Office. The Dispatch Office notifies the Franchising jurisdiction (normally the Public Works Department or fire agency). The Dispatch Office will immediately visit the location and coordinate efforts with the jurisdiction as appropriate.

e. *Collection Schedule Changes*

In the event that changes to the scheduled collection day are necessary for either a commercial or a residential account, the customer will receive no less than 30 days advance notice of such a change.

f. *Broken or Missing Containers*

Drivers call in all damage immediately regardless of severity, and the route supervisor follows up to document all findings. Drivers are tasked with reporting containers in need of repair immediately, and customers will receive replacement carts or bins the following workday.

g. *Improperly Prepared Set-Outs*

Drivers will notify the dispatch office when a customer's container is not serviceable because it has not been set-out in an appropriate location. The dispatch will make contact with the customers to ensure the carts are set-out properly their next service day.

h. *Noise Complaints*

C&S' routing approach places a priority on protecting residential areas that are more sensitive to collection activity noise. Commercial stops located adjacent to residential areas

are sequenced toward the end of the route so that early morning collections do not occur and disturb residents. If persistent or multiple noise complaints are received in connection with a particular route, the matter is investigated immediately and routing changes may be made to mitigate the problem. Company managers follow-up to make certain the problem has been permanently resolved.

i. Traffic and Obstructions During Collection

C&S prides itself on maintaining open lines of communication with the Public Works' staffs and emergency response personnel in the communities it serves. This helps C&S plan when road construction is anticipated in order that collection activity can be temporarily routed as necessary. If an unforeseen obstruction occurs, C&S drivers call the matter into Dispatch and work through a management approved solution. Communication with the jurisdiction and/or affected customer(s) occurs as appropriate.

j. Spills

All collection vehicles will be equipped with Spill Kits to assure that any minor spillage (up to 3 gallons) of oil or hydraulic fluids are addressed immediately. Truck mounted Spill Kits contain absorbent mat pads and socks along with disposal bags for used absorbents.

In the event of a spill that exceeds the capacity of the Spill Kit, the shop will dispatch an Emergency Response Bin that contains multiple bags of dry absorbents, absorbent rolls, and towels. Also included are personal protective equipment, lights, safety cones, and a traffic sign designed to keep C&S employees and the public safe during cleanups.

Collection vehicles are also equipped with a broom and shovel in the event that other types of messes or spills occur during the collection process so that drives can address those situations immediately.

9. BILLING SERVICES

All billings to customers will be in accordance with the provisions of the Franchise Agreement. Customers will be offered the option to receive their bills electronically and to make payments online.

a. Frequency

- Billings for residential services will be issued quarterly, in advance, for regular and special services
- Billings for multifamily and commercial services will be issued monthly in arrears
- Billings for Roll-Off and Temporary Services will be made on a per-occurrence basis

b. Communication

- Billing changes can be made by phone, a visit to our customer service office or by use of the company's website.
- CSRs will refer any disputes to the company's Office Manager for immediate resolution.

c. Payment Options

- Customers can make payments by cash, check, money order, or credit card

- Credit card payments can be made by phone or online through the company's encrypted payment portal on the website
- Electronic payment (ACH) is available to customers
- Customers may also sign up online for automatic payments.
- All payments received by mail will be entered within one day of receipt to help assure that customers are not subject to late payment charges
- A payment dropbox will be located near the office property gate should customers desire to drop off payments after business hours

B. STAFFING LEVELS AND TRAINING OF NEW HIRES

It is anticipated that Damon Shea will hire specific people to staff key management positions during transition. These include, but are not limited to:

- Operations Manager
- Customer Service Representatives
- Mechanic
- Loader Operator
- Transfer Station Attendants

The local office in Lyon County will be staffed by two (2) CSRs, and it is estimated that there will be six (6) drivers and six (6) other team members. Additionally, Public Outreach and Education duties will be assigned accordingly. In the event that a full time outreach coordinator is needed, one will be hired.

LABOR	*HEADCOUNT*
Drivers	
Type	
Residential	**3**
Commercial	**1**
Roll-Off	**1**
CDL	**1**
Total Drivers	**6**
Other Positions	
Yard/Recycle	**1**
Transfer Station Operator	**2**
Long Haul Driver	**1**
Mechanic	**1**
CSRs	**2**
Operations Manager	**1**
Total Other	**8**
Grand Total Headcount	**14**

All personnel hired to fill management positions in Lyon County will be trained and mentored by the equivalent managers currently employed by C&S Waste Solutions of Nevada, Inc. in Pahrump, Nevada. For example, Mike Battaglia, the Fleet Manager of C&S Waste Solutions of Nevada, Inc., will train and mentor the Mechanic hired for Lyon County. Nicole Moore, the Office Manager in Pahrump, Nevada will train and monitor the CSRs hired for Lyon County, and so on. During transition, Damon will utilize the talents of multiple employees throughout C&S, including all affiliated companies, to assure milestones are met and C&S is ready to commence operations on day one. See specific job descriptions in Appendix 2.

1. CUSTOMER SERVICE TRAINING

Each CSR is provided with a resource manual that lists pertinent details about each jurisdiction served, service and program requirements, and other general information to enable CSRs to respond promptly, professionally, and courteously to customer requests.

New hires work with a highly experienced or lead CSR for five days for observation and training. They are then shadowed and coached by a CSR for three weeks. Each new CSR is placed at a desk near the Customer Service Manager so that calls can be monitored and to ensure that CSR skills improve rapidly. Formal training is conducted monthly with impromptu training daily and weekly depending on need for all CSRs.

C&S' training program includes a variety of subjects, including items such as:

- Phone protocol and courtesy
- Routing software operating system
- New starts
- Service changes
- Work orders/notes
- Complaint logs
- Missed pickups
- Emergencies



CSRs periodically ride in collection trucks while these vehicles are on-route. This allows the CSR to experience what drivers encounter. This is valuable when CSRs discuss matters with customers, as the CSR is able to communicate knowing the perspective of both the customer and the driver.

2. DRIVER TRAINING

All new hires are given a comprehensive packet of safety information which includes:

- The C&S Injury and Illness Prevention Program
- Heat Illness Prevention Program
- Employee Handbook
- Employee Safety Regulations Handbook
- Instructions for Safe Driving Practices
- Hazardous Waste Communication Protocol

New drivers will spend their initial time with experienced C&S personnel who will evaluate their driving skills and train them on Company policies related to pre-trip vehicle inspections, on

route driving, communication with CSR staff, communication with maintenance staff, customer service and use of the routing tablet, injury, accident and damage reporting, landfill and truck dumping protocol, fueling, and post-trip vehicle inspections.

a. Alcohol and Drug Testing

All employees are subject to Pre-Employment drug testing. Drivers are subject to additional random testing for drugs and alcohol as well as post accidents testing.

C&S will also utilize alcohol and drug testing upon reasonable suspicion if personnel are observed to meet the criteria based on attributes of speech, behavior, or performance.

If an employee has had to a take time away from work to deal with a drug and alcohol related matter, and that employee successfully completes a rehabilitation program, that employee will be subject to further testing prior to being reinstated as an employee.

C. RECORD KEEPING AND REPORTING

1. MONITORING AND REPORTING METHODS

C&S is prepared to meet all requirements for record keeping and reporting as outlined in the proposed Franchise Agreement, Article 7. The Company currently performs these functions for other jurisdictions and has experience with these functions. Using an industry-leading reporting module for tracking of all material streams, C&S can easily generate reports on collection, disposal, processing and residual for every waste stream in each sector (residential, commercial, roll-off business, etc.). This reporting function allows the Company to track diversion efforts in real time and periodically send reports electronically to the County for review.

2. PROCEDURES TO ENSURE TIMELY ACCESSIBILITY OF INFORMATION BY THE COUNTY

C&S provides collection services to multiple jurisdictions, each requiring a degree of reporting. C&S maintains a reporting schedule and an internal sign-off procedure to make certain reports are processed and submitted on time. Route data is downloaded automatically from the collection vehicle's electronic system at the end of business daily. All data contained within the system is current and accurate each day, which means that we can respond to any request the County may have for customer or route data with current information the same day.

3. COUNTY COMMUNICATIONS REGARDING CUSTOMER SERVICE ISSUES OR COMPLAINTS

C&S has proven experience in providing high levels of collection and customer service. In the event that a customer has a service issue or complaint, it is immediately addressed by the Company's CSRs, the route supervisor or the department manager. Issues or complaints are logged into the Company's customer service system, and reports including this data can be made available on either a routine basis (e.g. quarterly) or as requested.

D. PUBLIC EDUCATION AND OUTREACH

C&S recognizes the importance of public education and outreach in order to assure consistently high levels of service as envisioned in the Franchise Agreement. C&S will undertake a number of actions to

accomplish its goal of establishing an effective public education and outreach program. These activities include the following:

1. TRANSITION COMMUNICATIONS

- During the transition period and prior to distribution of carts and bins, C&S will create an "information packet" that can be affixed to containers when containers are delivered initially and through the term of the Agreement. This packet will include all program information and specifics as outlined in the proposed Franchise Agreement, including service rates and payment options.

- During transition and thereafter, C&S' website will be updated to include a Lyon County-specific page which will contain information consistent with the cart and bin "information packet." C&S will also post this same information on the Lyon County website, if that site is available.



- During transition and thereafter, C&S will develop "non-collection" notices or "reminders" that drivers will leave on carts and bins where inappropriate materials are found in containers or inappropriate procedures are being used. These notices will include a phone number(s) and email address if a customer wishes to discuss a matter with a CSR.

- C&S will staff booths at local public events to distribute educational materials during transition if events are scheduled, and thereafter on a regular basis.

2. NEW CUSTOMER INFORMATION PACKET

C&S will provide "new customer" information packets to new accounts that sign up for service during the course of the Agreement. It will include a recycling guide, information about available services including explaining the environmental and cost benefits of recycling, and customer service contact information.

3. RECYCLING INFORMATION

C&S is proud of its recycling accomplishments in the State of Nevada, having implemented one of the first sustainable drop-off recycling programs for residents and businesses in rural Nevada. In order to achieve a sustainable drop-off recycling program in Lyon County, C&S will provide customized graphic materials to educate County residents about recycling drop off locations, transfer station services, and the materials accepted. Additionally, C&S will make presentations to schools, civic, and business groups as necessary in order to provide "hands on" recycling education.

4. ADDITIONAL OUTREACH MATERIALS

C&S will provide notification of a variety of additional events and services through billing inserts, advertisements, notifications, etc. This includes the initiation of new services, special collections, community events, and other addition information provided by the County. County inserts will be subject to size requirements dictated by C&S' billing system.

At a minimum of once per year, or more often as required by the County, Service Information will be distributed to all customers via billing inserts, direct email, the website and mobile app. These notices will address service requirements (such as cart placement), emphasize acceptable materials in the recycling and green waste programs, list prohibited HHW materials, which are not allowed, and outline other services such as the bulky item program, holiday tree collections, and County related events . Inserts will list a telephone number(s) and email address where customers can contact C&S with billing or service questions.

C&S has successful experience in each of the education and outreach activities mentioned above and can utilize this experience to benefit the delivery of all services to the residents and businesses of the community.

E. COMMUNITY ENGAGEMENT PARTNERS

1. SUPPORT OF NEVADA COMMUNITY ORGANIZATIONS & EVENTS

In addition to being awarded the "Cornerstone Award" by the Pahrump Valley Chamber of Commerce, which is given out to a local business that demonstrates it is an essential part of the community on a regular basis, C&S employees are members of the local Rotary Club and represent the company through membership in the Pahrump Valley Chamber of Commerce, Beatty Chamber of Commerce, Amargosa Valley Chamber of Commerce, and Las Vegas Chamber of Commerce.



C&S has provided in-kind and financial support to the following (not in any specific order):

- KNYE/Manse Elementary School Food Drive
- Boys and Girls Club
- Lions Club
- Chamber of Commerce
- Rotary International
- Pahrump Senior Center
- Annual Town Clean-up
- Earth Day Festival
- Annual Fall Festival Parade
- Annual 4th of July Parade
- Jingle Bells and Firework Shells
- Salvation Army
- Pahrump Little League
- AYSO Youth Soccer
- National Junior Basketball
- Youth Softball
- Pahrump High School Athletic Sponsor
- Annual Amargosa/Beatty High School Scholarship
- BLM Clean-up events
- Great Basin Community College
- 4H Sponsorship
- Youth/High School Rodeo
- American Cancer Society – Relay for Life
- Wild West Extravaganza
- 4th of July Festival (Pahrump and Amargosa)
- Beatty Days
- Halloween Safe Night
- Desert View Hospital Community Board
- Rural Health Foundation
- Valley Electric Symposium
- Amargosa Dunes Clean-up
- Dumont Dunes Clean-up
- Boy Scouts – 5K Sunset Race
- Girl Scouts
- Pahrump High School Job Shadow
- Beatty - Amargosa River Clean-up
- Blue Grass Festival
- American Cancer Society Relay for Life
- Valley Cruisers Car Show
- Holiday Task Force
- Cancer Victim's Thrift Store
- Pahrump Balloon Festival
- Never Forget 9-11
- NACO Golf Tournament (Sponsor)
- HOPE for Nevada
- Girls on the Run – 5K
- Pioneer Territory CASA *(Court Appointed Special Advocates for Children)*
- Nevada West Heritage Foundation
- Disabled Veterans
- "The Moving Wall" Vietnam War Memorial
- RAM (Remote Area Medical)
- Desert Haven Animal Shelter
- Republican Women's Club

2. SUPPORT OF CALIFORNIA COMMUNITY ORGANIZATIONS & EVENTS

a. LAKE & MENDOCINO COUNTIES

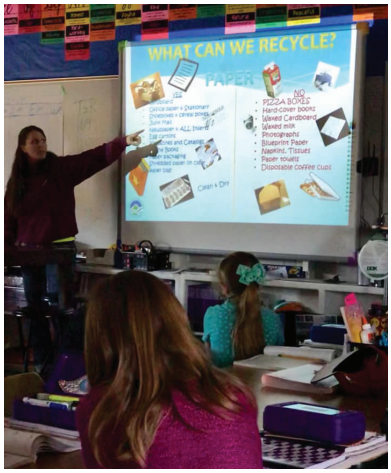
C&S is an active member of the Lake County Chamber of Commerce, Clear Lake Chamber of Commerce, Ukiah Chamber of Commerce, Clear Lake Oaks-Glenhaven Business Association, North Shore Business Association, North Coast Builders Exchange, and the Farm Bureau in both counties. Additionally, C&S has provided donations, trucking, and office assistance for the various fires experienced by Lake County over the past five (5) years.

C&S has provided in-kind and financial support to the following (not in any specific order):

- Konocti Challenge Bike Race (sponsor)
- Rotary Club of Clearlake Annual Fundraiser
- Meals on Wheels
- Little League in Lake County
- Little League in Clearlake
- CC4C (Citizens Caring for Clearlake)
- Westside Park
- Clearlake Senior Gardens project
- Holiday Ice Arena in Ukiah (sponsor)
- Ukiah Pumpkin Fest (sponsor)
- FFA and 4H animal buyers in both Lake County and Ukiah
- Lake County Fair Foundation
- Ukiah Youth Basketball
- North Coast Opportunities (various garden projects)
- Lake Family Resource Center (safe house for domestic violence)
- Boys & Girls Club of Ukiah
- Friends of Gibson Creek
- Taste of Downtown Ukiah
- American Cancer Society Relay for Life
- Lakeshore Lions 4th of July Fireworks
- Ukiah Dolphins Swim Meet
- Lake Community Pride Foundation
- Ukiah Main Street Program
- Ukiah Chili Cook Off
- South Ukiah Rotary Ukiah Triathlon
- Lake County Wine Alliance Auction
- Clearlake Super Hero Day
- Early Iron Car Club of Ukiah
- Kelseyville Pear Festival
- Native American Fry Bread Cook Off
- Spirits on the Loch – Clearlake
- Kelseyville Christmas in the County
- Ukiah Valley Christmas Effort
- Ukiah Concert in the Park
- Clearlake Habitat for Humanity
- Clearlake Warming Center
- Various Light Parades
- Ukiah Unified School District
- Rotary Denim and Diamonds

B. LASSEN COUNTY

C&S Waste Solutions' continued commitment to the Lassen County community from 2012 to 2022 has allowed us to be involved in a variety of community events and partnerships totaling +$103,063. In addition to that monetary amount, we have donated services and time to over 46 local organizations in Lassen County. C&S employees are members of the local Rotary Club and represent the company through membership in the Lassen County Chamber of Commerce. Additionally, we assist the City of Susanville with the donation of roll-off boxes for the annual leaf collection program.



C&S has also worked closely and coordinated with local, state, and federal fire agencies for the past ten (10) years,

including one of California's largest wildfire in history. We also coordinate with emergency fire agencies to assist with communities affected by the fires.

C&S has provided in-kind and financial support to the following (not in any specific order):

- Children's Fair
- Kiwanis Corn Dog Booth
- Magical County Christmas
- Local Science Fairs
- County E-Waste Events
- Local School Classroom Presentations
- Sober Graduation
- Rotary Auction
- Northern California Cancer Advocates
- Lassen Land & Trails Trust
- Relay for Life
- Indian Rancheria Pow Wow
- Westwood Beautification
- IGA Kids Festival
- Susanville Little League
- Peter Lassen Monument
- Local Senior Center
- City and County Clean-Ups
- Sage Brush Cow-Horse Association
- Pheasants Forever
- Paiute Meadows Trail Run
- Jr. Fishing Derby
- Lassen Land & Trails Trust
- Northern CA Cancer Advocates
- Toys for Tots
- Lassen Senior Services





Section VII

Franchisee Implementation Plan

SECTION VII

FRANCHISEE IMPLEMENTATION PLAN

A. TRANSITION TEAM RESPONSIBILITIES

The C&S transition team will be responsible for implementing the transition plan and ensuring a smooth conversion of service providers. The plan will include finalizing routes, procuring the quantity and type of vehicles and equipment needed, identifying and training personnel, planning and coordinating the distribution of containers, preparing informational and educational materials for residential, multifamily, and commercial customers, rolling-out a public education and informational program during the start-up period (and thereafter), developing and implementing customer service programs and conducting employee training, surveying and accurately identifying customer account information including service levels and service address information, setting up accounts for work-order processing, and reporting to the County.

A key component of the plan will involve cooperation with the current hauler and the County in obtaining current customer account and route information, written communications with customers, and the actual container delivery and exchange process.



In addition to implementation responsibilities, C&S key personnel will maintain ongoing involvement with community relations' activities, civic organizations, public education, and program promotion in order to further the program objectives, maintain visibility, and establish good standing as a responsible and involved corporate citizen.

Transition team managers will meet regularly throughout the start-up phase of the transition to ensure that all goals, objectives, and timelines are met. Damon Shea will meet and/or communicate with the County on a regular basis with updates regarding the implementation and transition process.

B. VEHICLE PROCUREMENT

The following vehicles will be used in rendering services to the County:

3 new Semi-Automated Trucks	(Peterbilt/Labrie)
1 new Front Load Truck	(Peterbilt/Wittke)
1 new Roll-Off Truck	(Peterbilt/Amrep)
1 new Flatbed Truck	(Ford/Harbor)
1 new Maintenance Service Truck	(Ford)

Vehicles will be purchased or leased immediately following the award of the franchise. C&S will also acquire an adequate number of new or late model back-up vehicles in good operating condition to support front line trucks when needed.

Arrangements will be made to ensure that collection vehicles are delivered in advance of the start date. C&S will subject vehicles to rigorous testing to assure their readiness for service. In addition to in-shop

inspections, vehicles will be road tested with particular attention paid to all safety features, including items such as back-up alarms, turn signals, warning lights and cameras.

All vehicles will be compliant with requirements issued by the State of Nevada and regulatory agencies.

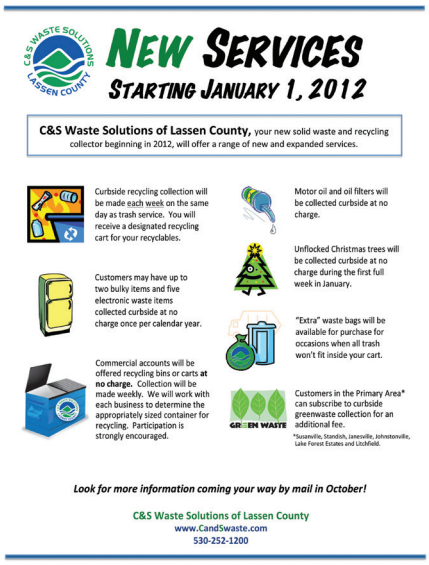
C&S' fleet maintenance program will be consistent with the manufacturer's recommended services. All vehicles undergo regular maintenance at specified intervals and all components are monitored and replaced/repaired as necessary.

C. LOCAL OFFICE ACCESS

A local office at 23 Enterprise Way in Dayton, Nevada, will be established immediately upon award of the Franchise. The office will establish local and toll-free phone numbers and the phone system will have Telecommunications Device for the Deaf Services (TDD). Local employees working in the Lyon County office will be answering calls, responding directly to customers, and will have bilingual capabilities. Information regarding the office's opening will be included in a mailer to all customers. Customers can visit the office to obtain written information about services and rates, make payments, and request service changes.

D. CUSTOMER SERVICE DURING TRANSITION

C&S' customer service resource manual will be updated to include information pertaining to the new Lyon County contract. Some of the items the resource manual will address include key contract provisions such as information regarding rates, service types, billing and payment procedures, pick-up schedules, hours of collection, container set-out requirements, additional containers and container replacement protocol, extra pick-ups, drop-off programs, set-out policies, acceptable recyclable materials, holiday schedules, and new services offered such as bulky item collection.



CSRs will undergo extensive initial and ongoing training to ensure the highest quality of service to C&S customers. CSRs will handle service inquiries, customer concerns, and requests for additional information during the transition period. Additionally, CSRs will be supplied with a surplus of mailers and brochures to be distributed to customers upon request.

CSRs will have on-line access to the C&S customer database, which includes billing information/aging, owner and service address information, contact person, service levels, and customer comments that have been inputted into the system for each individual customer as well as the customer's work order history.

All Company representatives are trained in the following customer service techniques and will efficiently manage any customer or service related issues that may arise during transition:

- Utilization of the C&S phone system

- Customer interaction protocol
- Policies and procedures for responding to any service or billing concern
- Use of the customer account database and all features
- Conflict resolution approaches

Customer service representatives and managers from nearby C&S rural locations will come and assist with training and set up. They will then be accessible should any need arise in the future for additional team support.

E. ESTABLISHMENT OF PRELIMINARY CUSTOMER DATABASE INFORMATION

To ensure a seamless service transition, C&S will request the current customer database in electronic format. The database will be converted to C&S' customer service software format and verified for accuracy. A final working version of the database will be running once those tasks are completed. Thereafter, C&S will work with the current contractor and County to receive monthly updates at the end of each month. This will ensure that the most accurate and timely customer information is contained in the C&S customer database.

F. ESTABLISHMENT OF CUSTOMER DATABASE IF NO INFORMATION RECEIVED

In the event that the existing hauler does not provide a current customer database, C&S will start constructing one immediately upon award of the Franchise Agreement. C&S will work with the County's Assessor and utility departments to determine parcels, property ownership, and mailing addresses/ contact information. Additionally, C&S will "shadow" route collections performed by the existing hauler to assist in documenting and recording addresses where collections are being made. This information will be reconciled with official records from County offices. A community-wide mailer will be sent asking residential, multifamily, and commercial accounts to verify subscriptions and level of service. This initial mailing will also alert customers that additional detailed information on new services will follow. If necessary, C&S will employ staff to go door to door to distribute new company and service information in order to facilitate the development of the customer database.

G. DEVELOPMENT OF ROUTING SYSTEM AND ROUTE SHEETS

Prior to commencement of collection service, C&S will create a routing system to enable the production of electronic and hard copy route maps to be used by our drivers and updated daily for service level changes.

In order to minimize any confusion during transition, C&S anticipates leaving existing routing unchanged for a period of 60 days following the start of service.

Thereafter in the event that route changes are desirable to increase efficiencies, C&S will pay close attention to the following issues when developing routes:

- Hours of Operation: C&S will determine the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours from the transfer station/ landfill that are specified by the Agreement.
- Traffic Patterns: C&S will attempt to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not only beneficial to the service area but increases collection efficiencies.

H. HIRING OF ROUTE PERSONNEL

C&S will solicit applications from route drivers presently employed by Waste Management (WM) and make a good faith effort to retain existing drivers where possible, subject to qualifications under hiring policies established by C&S. If selected as the County's new service provider, a letter will be sent to WM outlining vacancies, procedures for existing WM employees to file and the open time for applications.

Additionally, C&S intends to assign drivers to the same routes they are currently operating and have CSRs perform the same range of duties they currently perform.

I. CART DISTRIBUTION

Pursuant to the County's Request for Proposal, C&S will distribute all new carts to customers. Upon award of the contract, C&S will immediately order carts. Carts for solid waste will be in 64 and 96 gallon sizes. Cart bodies and lids will be gray. All new carts will be delivered to customers prior to the commencement of operations.



An information packet will be attached to the distributed carts. All information specified in the Franchise Agreement will be included. The County will have the opportunity to review this packet.

Prior to distribution of new carts, customers will be notified that new carts will be supplied, and old carts will be removed. C&S will make every effort to deliver new carts based on service day. All customers scheduled to be served on Mondays will receive new carts during the first week of cart delivery, all customers served on Tuesday routes will receive carts on the second week of delivery and so on. Initially, customers will receive the same size, number and configuration of carts serviced by the current provider. Changes to service levels will be allowed after initial distribution.

To the extent possible, C&S intends to maintain the current collection days for residential accounts upon initiation of services to minimize transition issues.

C&S will also evaluate the feasibility of outsourcing the cart delivery to a third party company that specializes in this type transition activity.

J. ASSESSMENT OF BIN NEEDS

C&S will utilize the customer database supplied by the County, information in the RFP, and route audits to verify the sizes and numbers of bins necessary. Prior to this submission, Company personnel have

surveyed all locations where bins are in place and information from the County will be used to verify the route audits and establish frequency of collections.

K. BIN DISTRIBUTION

C&S is optimistic that a high level of cooperation from the current hauler will be received.



The process of swapping bins includes three steps:

- Delivering and placement of new bin(s)
- Servicing the old bin(s)
- Removing the old bin(s)

If a high level of cooperation is received, delivery of new bins and the servicing of existing bins can occur simultaneously. C&S will request sequential route sheets from the existing hauler and will offer to empty existing bins upon the service start date. When emptied, these existing bins will be transported to the C&S facility on Enterprise Way in Dayton, Nevada for pickup by the current hauler. As C&S empties the existing bins, replacement bins will be placed at customer accounts. Bins supplied by C&S will be new. All used bins will be cleaned and painted prior to delivery.

This arrangement is beneficial to the existing hauler as it simplifies the process of retrieving bins and the mobilization of personnel and equipment necessary to accomplish this task. It is also beneficial to the customer as it avoids the prospect of having a surplus of bins on site during transition.

In the event that the existing hauler is uncooperative, C&S is prepared to deliver all new bins to customers in advance of the service start date. Based on route accounts and field observations conducted by Company personnel over the past 60 days, C&S has a full understanding of existing bin accounts in the County and can make assurances that no customer will be left without bins at the initiation of service.

L. SUPPLEMENTAL VEHICLES AND DRIVERS DURING TRANSITION

C&S knows from past experience the expectations placed on the team when services commence on that first day. In order to alleviate some of the pressure associated with those expectations, C&S will bring in experienced drivers and vehicles from its other operations to stand ready to supplement the workforce in order to ensure timely and accurate service. These team members will stay in Lyon County and be available until such time that the local team is up to speed and the transition is comfortably underway.

M. PUBLIC EDUCATION AND OUTREACH DURING TRANSITION – MAIL

C&S will prepare and distribute a separate mailing to each service recipient in each category of service (i.e. residential cart users, multifamily bin/cart users, and commercial bin/cart users). Separate mailers will allow C&S to focus on the unique needs and differences of each service category. The initial mailer will include general information about C&S, contact information, service rates, new and continuing services, payment options, and instructions for making service changes.

This mailer will also include specific information about the Transfer Stations and drop-off recycling, including a list of acceptable materials for each of these programs. Additionally, detailed information will be included regarding cleanups, bulky item collections, holiday trees, and other services per the final Agreement.

A second mailer will repeat the previously sent information and also add new transition information regarding items such as cart/bin replacement schedules added as necessary. Additional mailers may be utilized as needed.

All mailers will be printed in Spanish upon the direction of the County, and all mailers will be subject to the County's approval.

N. PUBLIC EDUCATION DURING TRANSITION – COUNTY FACILITIES

C&S will evaluate the County's facilities' current service levels and meet with appropriate County managers (as determined by the County) to discuss any desired changes or new approaches to services.

O. PUBLIC EDUCATION AND OUTREACH – NEWSPAPER

C&S will purchase conspicuous advertisements in local publications to announce the selection of a new service provider. The media announcements will be general in nature and alert customers that detailed information will be mailed starting several months ahead of the transition and continuing during the transition. Those media announcements will be subject to the County's approval.

P. WEBSITE ACCESS AND DEVELOPMENT

C&S currently operates a website at www.CandSwaste.com. C&S will launch a section of the website dedicated to the County. The website will be regularly updated to reflect current transition activities. C&S will also offer materials for posting on the County's website.



Information will include the following:

- Services offered
- Rates
- Directions for making service changes
- Payment options (including enrollment in automatic withdrawal from customer's bank accounts)
- Outreach and education information

These websites will supplement and restate information contained in direct mail pieces.

Q. SOCIAL MEDIA

C&S will develop County-specific social media platforms such as Facebook and Twitter and begin "promoting" posts alerting customers to the pending change in service provider during transition and continuing through the start date. Customers will be reminded to watch for full transition information in their mailboxes, directed to the C&S website, and informed about an increased emphasis on recycling.

R. LOCAL COLLABORATION

C&S knows that successful transitions involve far more than ordering trucks, containers, establishing an office, designing literature, and preparing a truck yard. In our experience, successful transitions involve forming partnerships and relationships with community and civic organizations. Such partnerships serve to advance the goals of the franchising jurisdictions.

SUMMARY OF TRANSITION ACTIVITIES 2022*

TASK	APRIL/MAY				JUNE/JULY				AUGUST/SEPTEMBER				OCTOBER/NOVEMBER					DECEMBER			
Establish Local Office											x	x	x								
Develop Operations Yard	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x				
Order Trucks and Equipment	x																				
Order Bins/Carts										x											
Launch Lyon County Solid Waste/Recycles website (tool)													x								
Launch Lyon County Waste Solutions website																		x			
Launch Social Media Platforms													x								
Lease Equipment Unavailable for Purchase								x													
Meetings with County	x		x		x		x		x		x		x		x		x	x	x	x	x
Mobile App																		x			
Order Newspaper Announcements	x												x					x			
Hire Managers: Operations, Shop & Office									x				x					x			
Installation of tablets																			x		
Develop Public Education Plan and Preliminary Outreach Materials								x					x					x			
Develop "New Customer" Service Packet													x								
Direct Mailings													x					x			
Begin Site Visits													x	x	x	x	x	x	x	x	x
Hire Route Drivers													x					x			
Training of Route Drivers																		x	x	x	x
Finalize Routing																		x			
Hire CSR's													x					x			
Training of CSR's																		x	x	x	x
Deliver Bins/Carts																		x	x	x	x
Website Update/Social Media																		x	x	x	x

**Dates are subject to change. Further discussion and revision may be necessary upon determination of implementation date.*





Section VIII

Proposed Changes to RFP and Draft Agreement Terms

SECTION VIII

PROPOSED CHANGES TO RFP AND DRAFT AGREEMENT TERMS

C&S respectively takes the following exceptions to the Sample Solid Waste Franchise Agreement, Lyon County.

OBJECTIONABLE PROVISION #1

Article 5, Section 5.9 (pg. 11)

After Section 5.9, we suggest adding the following section:

Damage to Pavement.
Except in the case of Franchisee's negligence or willful misconduct, Franchisee shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its vehicles and equipment.

Rationale:
Vehicles, equipment, and containers are heavy in weight and may cause damage to driveways, pavement, and adjacent areas during the normal course of operations, but not through any fault of C&S.

OBJECTIONABLE PROVISION #2

Article 8, Section 8.2 (pg. 15)

> ***Termination.*** *Upon the occurrence of a material breach, failure to cure, and the declaration of termination of this Agreement by the Franchisor as provided above, this Agreement shall be of no further force and effect unless the Franchisor elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.*

Rationale:
After Section 8.2, we suggest adding the following section:

Termination Upon Franchisor Default.
If Franchisor shall be in breach of any provision of this Agreement, Franchisee may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Franchisee shall be effective until Franchisee has given written notice of such breach to Franchisor and Franchisor has failed to cure such breach within thirty (30) day after its receipt of such notice. Upon any such failure to cure, Franchisee may terminate this Agreement by giving Franchisor written notice of such termination, which shall become effective upon receipt of such notice.

OBJECTIONABLE PROVISION #3

Article 11, Section 11.1.2 (pg. 16)

> *Commercial General and Automobile Liability of $3,000,000 combined single limit per occurrence and $6,000,000 aggregate minimum. Any deductibles and self-insurance retentions must be approved by the County.*

Rationale:
We suggest removing "and Automobile Liability" and "Any deductibles and self-insurance retentions must be approved by the County."

OBJECTIONABLE PROVISION #4

Article 11, Section 11.2 (pg. 17)

> ***Additional Insured; Certificate.*** *The liability insurance policies shall name the Franchisor as an additional insured. Franchisee shall provide the Franchisor with a Certificate of Insurance duly executed by Franchisee's insurance carrier which shall serve as evidence of the continued existence of Franchisee's insurance policies required hereunder and which shall contain a provision that the coverage thereunder will not be canceled or materially reduced without thirty (30) days prior written notice given Franchisor.*

Rationale:
We suggest removing "thirty (30) days" in the second sentence after the word *without*.

We suggest adding the following language to the end of the second sentence after the word *Franchisor:* **in accordance with the notice provisions of the applicable policies. Franchisee shall provide Franchisor with at least thirty (30) days prior written notice of any cancellation or material reduction in coverage of any policy maintained hereunder.**

SUGGESTED ADDITIONAL LANGUAGE

C&S suggests adding the following language provisions for further clarification.

LANGUAGE SUGGESTION #1

Article 1, Definitions (pg. 2)

C&S suggests inserting the following new definition:

"Contract Documents" means this Agreement (TBD)

LANGUAGE SUGGESTION #2

Article 1, Definitions (pg. 3)

C&S suggests inserting the following new definition:

"Excluded Waste" means radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, or hazardous material as defined by applicable federal, state, or local laws or regulations.

LANGUAGE SUGGESTION #3

Article 1, Definitions (pg. 3)

C&S suggests inserting the following new definition:

"RFP" means that certain Request for Proposal for Solid Waste Collection and Disposal Franchise (RFP #21/10) issued by the County on December 8, 2021.

LANGUAGE SUGGESTION #4

Article 3, Exclusive Right; Exclusion; Enforcement. (pg. 4)

> *The Franchisor does hereby grant to Franchisee the exclusive duty, right, and privilege to collect, transfer and dispose or otherwise handle all Solid Waste and other Waste materials generated, deposited, accumulated, or otherwise coming to exist in the Franchise Area. Solid waste collection is not mandatory in Lyon County. Waste collection services shall not be mandated by the county for all residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area. Any residential premises, multifamily complexes, and commercial and industrial businesses within the Franchise Area that choose to use waste collection services shall be required by Franchisor to utilize the Solid Waste collection services of Franchisee provided hereunder. For purposes of clarification, loads of industrial/commercial dry waste (i.e. non-putrescible) material shall be subject to Franchisee's exclusive rights under this Agreement.*

C&S suggests adding the following sentence at the end of the above paragraph.

To the extent it has not already done so, the County shall use its best efforts to adopt ordinances, rules, or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Agreement, including, without limitation, the exclusive service rights granted to Franchisee pursuant to this Agreement.

LANGUAGE SUGGESTION #5

Article 4, Section 4.12, Collection Exclusions (pg. 9)

> *Franchisee shall not be obligated to pick up Hazardous Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency as a part of a routine collection service. The collection of some types of Hazardous Waste at Transfer Stations may be required in accordance with a household hazardous waste program. In addition, Franchisee shall not be required to collect Carts or containers that are not set out or filled in accordance with, or do not meet Franchisee's collection requirements or that are not accessible to Franchisee.*

C&S suggests inserting the following provisions in Section 4.12 as follows.

Franchisee shall not be obligated to pick up Hazardous Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency **or any other material which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state, or local laws or regulations (collectively, "Excluded Waste")** *as a part of a routine collection service. The collection of some types of Hazardous Waste at Transfer Stations may be required in accordance with a household hazardous waste program. In addition, Franchisee shall not be required to collect Carts or containers that are not set out or filled in accordance with, or do not meet Franchisee's collection requirements or that are not accessible to Franchisee.* **If Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall promptly notify the County and the producer of the Excluded Waste, if the producer can be readily identified. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Franchisee inadvertently collects or disposes of such Excluded Waste.**







Appendices

1. *Operations*
2. *Job Descriptions*
3. *New Customer Information*
4. *Transition Outreach*
5. *Public Education and Outreach*
6. *Community Engagement*







Appendix 1

Operations

PAHRUMP VALLEY DISPOSAL
PO BOX 1268
PAHRUMP, NV 89041
775-727-5777 BUS
775-727-5832 FAX

Account Number 01-41060 4

Bill Date 08/01/2018

Balance Forward	342.61
Current Charges	87.37
Total Due	259.82

Payment Due Date

Pay online @ www.candswaste.com

Service Address
NEVADA SITE SERVICES PLANT
1470 E MESQUITE AVE
PAHRUMP NV 89060

Date	Description	Qty	Amount
	PRIOR BALANCE		$342.61
	* PAYMENTS RECEIVED THIS PERIOD *		
07/16/2018	PMT: 14694		$-85.08
07/16/2018	PMT: 14796		$-85.08
08/01/2018	04 YD BIN SERVICE # P/U: 2	1.00	
08/01/2018	1-96 GAL CART SERVICE # P/U: 5	1.00	
08/01/2018	02 YD BIN SERVICE # P/U: 3	1.00	
08/01/2018	96 GAL CART SERVICE # P/U: 1	2.00	
08/01/2018	02 YD BIN SERVICE # P/U: 2	1.00	$87.37

Billing Period: AUGUST 2018 BILLING

CURRENT	31 - 60	61 - 90	OVER 90	TOTAL DUE
87.37	87.37	85.08	0.00	259.82

We BUY all Types of Metal
Locally Owned and Operated
Recycling, Portable Toilets, Storage Boxes

Please detach and return this portion with your payment
Make checks payable to PAHRUMP VALLEY DISPOSAL

PAHRUMP VALLEY DISPOSAL
PO BOX 1268
PAHRUMP, NV 89041

Account Number 01-41060 4

Payment Due Date

Total Due 259.82

Amount Enclosed $ _____

NEVADA SITE SERVICES PLANT
1470 E MESQUITE AVE
PAHRUMP NV 89060

PAHRUMP VALLEY DISPOSAL
PO BOX 1268
PAHRUMP, NV 89041

IMPORTANT INFORMATION ABOUT YOUR BILL

CONTACT INFORMATION
Mailing: PO Box 1268, Pahrump, NV 89041
Hours: 8:00 am - 4:00 pm M-F (except major holidays)

PAYMENT ADDRESS AND METHOD
In Person: 1410 E. Mesquite Ave, Pahrump, NV 89060
Outside depository is available for your convenience.

- Please mail a check or money order to the above address
- **Place your Account Number on your check**
- **Attach the bottom portion of your bill with your payment**
- We accept Visa/Mastercard/Discover/American Express (see below) • E-Check (see below)

PAYMENT DUE DATE
Your current bill is due by the last day of the month. A finance charge computed at a monthly rate of 1.5% (APR of 18%) may be assessed on past due balances of 30 (thirty) days or more.

BILLING FREQUENCY
Billing is monthly, bi-monthly or quarterly, depending on the service you are being provided and your service area.

FEES AND CHARGES
When service is stopped for nonpayment, the total bill plus late fees must be paid in full. There will also be a reinstatement fee to have the containers returned. Return check fee is $25.00

E-CHECK
Payments can also be accepted online by visiting **www.candswaste.com.** This is not only a convenient way to pay your bill, but a method of gathering further information about the service we provide.

CHANGE OF BILLING ADDRESS
Check the box on the front of the payment stub and provide your new billing address below.

MOVING
It is the customers responsibility to stop or transfer service, whether you plan to move within or outside the service area. **Please call in advance**, so that any unnecessary charges can be avoided.

CUSTOMER SERVICE SUGGESTIONS
Our goal is to provide the best customer service possible, in our office and in the field. We welcome your suggestions in writing or by contacting our office.

HOLIDAY SCHEDULE
If a holiday falls on a weekday, that day's collection will be one day late. (Example: If your regularly scheduled pick up day is Friday, we will conduct your pick up on Saturday.)
The following Holidays are observed by your collection company:

- Thanksgiving Day
- Christmas Day
- New Year's Day

COLLECTION TIMES
Residential garbage carts need to be set out by **6:00am.** Commercial garbage receptacles cannot be blocked on your scheduled collection day.

We are not responsible for items left next to containers, carts, or enclosures.

MISSED PICK-UP
In the event our driver misses your stop or you forgot to put your garbage out by **6:00am,** call us. In some cases a return trip charge may be applied to your account.

EXTRA GARBAGE
Please call our office for pickup of bulky items such as furniture, carpet and most appliances. Any waste left outside the cart or container is considered extra garbage and may result in an extra charge.

TIPS ON USING OUR CART
Please bag all loose garbage before placing in the cart to reduce windblown litter in your neighborhood. Place cart at the end of your drive with the front of lid facing the road and away from mailboxes, cars,fences, etc. When moving in, place boxes behind your cart. Bundles of branches and brush must be cut and tied - less than 3 feet in length and 12 inches in diameter.

Vacation and Temporary Stops
For vacations you must call the office to stop service prior to departure to receive any vacation credit.

- Go to www.candsanswaste.com for more information

Please check box to indicate which card you are using.



☐



☐



☐



☐

Name on Card _____ Phone Number _____

Card Number _____ Expiration Date _____

Signature _____

Billing Address _____

_____

New Billing Address _____

_____

_____

Selma Disposal & Recycling
P.O. Box 708 | Selma, CA 93662 | P: (559) 891-7694 | F: (559) 891-7745

CUSTOMER COMMENT FORM

CANCEL / COMPLAINT / COMPLIMENT

(please circle one)

COMPANY INFORMATION		
DATE	TIME	CALL TAKEN BY
DRIVER NAME		ROUTE NUMBER

CUSTOMER INFORMATION		
ACCOUNT NUMBER	NAME	PHONE NUMBER
SERVICE ADDRESS		

CUSTOMER COMMENT

CHECK IF ADDITIONAL DOCUMENTATION IS ATTACHED ☐

SUPERVISOR COMMENT

RESOLUTION

DATE RESOLVED

SUPERVISOR SIGNATURE	EMPLOYEE SIGNATURE

REFUSE VEHICLE INSPECTION REPORT

As required by the D.O.T Federal Motor Carrier Safety Regulations 49 CFR §396.11 and §396.13.

No. 4910198

Company: _____ Date: _____ Time: _____ ☐ am ☐ pm

Location: _____ Odometer Reading Vehicle No.: _____

_____ Mileage End: _____ Hours End: _____

Driver: check (✓) item that needs repair. Mechanic: check (✓) when repaired. Start: _____ Start: _____

Prt = Pre-Trip, **Pot** = Post-Trip, **Rep** = Repaired Total Today: _____ Total Today: _____

POWER UNIT

GENERAL CONDITION

Prt Pot Rep

- ☐ ☐ ☐ Cab/Doors/Windows
- ☐ ☐ ☐ Body/Doors
- ☐ ☐ ☐ Oil Leak _____
- ☐ ☐ ☐ Grease Leak _____
- ☐ ☐ ☐ Coolant Leak
- ☐ ☐ ☐ Fuel Leak
- ☐ ☐ ☐ Other _____

(IDENTIFY)

ENGINE COMPARTMENT

- ☐ ☐ ☐ Oil Level
- ☐ ☐ ☐ Coolant Level
- ☐ ☐ ☐ Belts _____
- ☐ ☐ ☐ Other _____

(IDENTIFY)

INTERIOR CAB

Prt Pot Rep

- ☐ ☐ ☐ Gauges/Warning Indicator(s)
- ☐ ☐ ☐ Windshield Wiper(s)/ Washer(s)
- ☐ ☐ ☐ Horn(s)
- ☐ ☐ ☐ Heater/Defroster
- ☐ ☐ ☐ Mirrors
- ☐ ☐ ☐ Steering
- ☐ ☐ ☐ Clutch
- ☐ ☐ ☐ Service Brakes
- ☐ ☐ ☐ Parking Brakes
- ☐ ☐ ☐ Emergency Brakes
- ☐ ☐ ☐ Triangles/Flares
- ☐ ☐ ☐ Fire Extinguisher
- ☐ ☐ ☐ Other Safety Equipment
- ☐ ☐ ☐ Spare Fuses
- ☐ ☐ ☐ Seat Belts

_____

EXTERIOR

Prt Pot Rep

- ☐ ☐ ☐ Lights
- ☐ ☐ ☐ Reflectors
- ☐ ☐ ☐ Suspension
- ☐ ☐ ☐ Tires
- ☐ ☐ ☐ Wheels/Rims/Lugs
- ☐ ☐ ☐ Battery
- ☐ ☐ ☐ Exhaust
- ☐ ☐ ☐ Brakes
- ☐ ☐ ☐ Air Lines
- ☐ ☐ ☐ Light Line
- ☐ ☐ ☐ Fifth Wheel
- ☐ ☐ ☐ Other Coupling
- ☐ ☐ ☐ Tiedowns
- ☐ ☐ ☐ Rear-End Protection
- ☐ ☐ ☐ Other _____

_____

_____

(IDENTIFY)

Defects: ☐ None ☐ Mechanic Repaired

BODY

Prt Pot Rep

- ☐ ☐ ☐ Left side
- ☐ ☐ ☐ Right side
- ☐ ☐ ☐ Front
- ☐ ☐ ☐ Rear
- ☐ ☐ ☐ Top door
- ☐ ☐ ☐ Pump leaks

☐ Hydraulic leaks

☐ Cyl.	☐ Line	☐ Valve	
☐ Cyl.	☐ Line	☐ Valve	
☐ Cyl.	☐ Line	☐ Valve	
☐ Cyl.	☐ Line	☐ Valve	
☐ Cyl.	☐ Line		
☐ PTO leaks	☐ Check fluid		

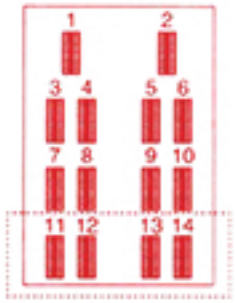
Prt Pot Rep

- ☐ ☐ ☐ Won't pack correctly
- ☐ ☐ ☐ Broken or missing pins
- ☐ ☐ ☐ Loose body mounting bolts
- ☐ ☐ ☐ Broken turnbuckle
- ☐ ☐ ☐ Rear seals bad
- ☐ ☐ ☐ Packer panel
- ☐ ☐ ☐ Micro switches
- ☐ ☐ ☐ Control arms
- ☐ ☐ ☐ PTO cable & controls
- ☐ ☐ ☐ Cracks in body

_____

Defects: ☐ None ☐ Mechanic Repaired

Tire Positions



Position

- ☐ Flat _____
- ☐ Low Air Pressure _____
- ☐ Marginal Tread _____
- ☐ Loose Lug Nuts _____
- ☐ Cracks or Cuts _____
- ☐ Grease Leaks _____
- ☐ Other Damage _____

Added Fluids	Amount
☐ Engine Oil	Qt. _____
☐ Coolant	Gal. _____
☐ Auto Trans.	Qt. _____
☐ Hydraulic	Gal. _____
☐ Other _____	

REMARKS: _____

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

☐ ABOVE DEFECTS CORRECTED

☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

_____

DRIVER'S SIGNATURE UPON COMPLETION OF POST-TRIP

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER'S SIGNATURE: _____ DATE: _____

MARK CLEARLY ALL DAMAGE OR DEFICIENCIES FOUND BY USING THE FOLLOWING SYMBOL(S):

C = CUT H = HOLE D = DENT BR = BROKEN M = MISSING S = SCRATCH P = PATCHED

Front Loading



Side Loading



Rear Loading



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800-327-6868 • jjkeller.com • Printed in the USA

ORIGINAL

13928 (Rev. 10/12)

(775) 727-5777 | www.candswaste.com

Notice of Non-Collect

TO AVOID ISSUES WITH YOUR SERVICE, PLEASE FOLLOW THESE GUIDELINES:

- ☐ **1.** Cart must be placed at road edge. Please place cart where our truck can approach the cart easily.
- ☐ **2.** Cart not accessible. Carts must be placed 3 feet apart and 3 feet from any other obstacles. Keep cart away from cars, poles, mailboxes, trees, fire hydrants, basketball hoops, or any other obstacles.
- ☐ **3.** Cart facing the wrong direction. Please place cart so that the lid opens toward the street and the handle is toward the house.
- ☐ **4.** Cart over weight limit. Lighten contents before next week's service.
- ☐ **5.** Extra containers in excess of 50 pound limit, and/or extra items are too large and/or heavy too handle.
- ☐ **6.** Items placed in your container are **NOT ACCEPTED**, i.e. hazardous waste, oils, paints, etc.
- ☐ **7. STOP SERVICE DUE TO NON-PAYMENT.** Please contact our office at (775) 727-5777 to make payment arrangements.
- ☐ **8.** No service at this address. Please contact our office at (775) 727-5777 or 1410 E. Mesquite Avenue.
- ☐ **9.** Other: _____

_____

Thank you for your cooperation.

Pahrump Valley Disposal | P.O. Box 1310 | Pahrump, NV 89041


RECYCLE YOUR ORGANICS!
EFFECTIVE IMMEDIATELY!
YES
PLACE THESE ITEMS IN YOUR GREEN CART
Food scraps
Food-soiled paper
Coffee grounds & filters
Kitchen paper towels & napkins
Paper napkins
Food soiled paper plates & cups
Pizza boxes
Yard waste
Branches, vines, & leaves
Brush & prunings
Garden & houseplants
Grass clippings & weeds
Small untreated/ unpainted lumber
NO
DO NOT PLACE THESE ITEMS IN YOUR GREEN CART
Ashes
Biodegradable bags
Compostable utensils
Grease, oil, & liquids
Hazardous waste
Pet waste & litter
Plastic bags, buckets, & pots
Plastic of any type
Poison oak
Rock, brick, & concrete
Soiled tissue & toilet paper
Soil
Styrofoam
Diapers
Foil & metal
Garbage
Glass
UKIAH WASTE SOLUTIONS
www.CandSwaste.com

Cart Tag Front

GREAT JOB!

KEEP IT CLEAN

You are a pro at recycling the right things! Thank you for making sure everything is empty, clean and dry. Keep up the good work!

¡Eres un profesional en reciclar las cosas correctas! Gracias por asegurarte de que todo esté vacío, limpio y seco.



WAY TO GO!

Cart Tag Back

RECYCLE MORE OF THESE:

Recicle más de estos:

CANS
Aluminum and Steel Cans



empty, clean and dry

CARTONS
Food and Beverage



empty and replace cap

GLASS
Bottles and Jars



empty, clean and dry

PAPER
Mixed Paper, Newspaper, Magazines, and Flattened Cardboard



PLASTICS
Kitchen, Laundry, Bath: Bottles and Containers



empty and replace cap

C&S WASTE SOLUTIONS

Questions about proper recycling?
Visit UkiahRecycles.com, ClearlakeRecycles.com, LakeCountyRecycles.com or call us today
¿Tiene preguntas sobre el reciclaje adecuado? Visita UkiahRecycles.com, ClearlakeRecycles.com, LakeCountyRecycles.com o llámanos hoy

1-888-718-4888
C&S Waste Solutions

Graphics provided by The Recycling Partnership



PLEASE LEAVE THESE ITEMS OUT!



Do Not Bag Recyclables
and no garbage



No Plastic Bags



No Food or Liquid
(empty all containers)



No Clothing
or Linens
(donate or gray can)



No Tanglers,
(no hoses, wires, chains, or
electronics)



No Big Items
(wood, plastic,
furniture, or metal)

Fees may be assessed for contaminations.
Continued contamination may result in cart removal.

KEEP IT CLEAN







Appendix 2

Job Descriptions

General Manager

POSITION: Reporting directly to Susan VanDelinder, the General Manager is responsible for leading one of C&S Waste Solutions' branch units, which includes full profit loss responsibility for all facets of the operation, including managing an infrastructure team comprised of division-level managers who support the total operation of the branch unit.

JOB DESCRIPTION AND DUTIES: Executes a local market strategy that complements the area's overall strategic operating and marketing plans and implements tactical initiatives to drive functional excellence and budget achievement. Manages all matters related to collection and/or post-collections operations (transfer stations, landfills, recycling centers and/or complexes); represents the C&S Waste Solutions to customers, vendors and municipal customers and other external stakeholders. Oversees effective safety and accident prevention programs, and leads all operations to ensure compliance with standards. Drives change management initiatives to introduce and sustain new processes that contribute to the growth and durability of the branch unit.

1. Manages the daily operations of a multifaceted solid and liquid waste, recycling, and transfer station company.
2. Implements operating procedures and ensuring that performance and productivity standards are met.
3. Determines appropriate staffing levels and managing department staff, including hiring, training, performance management and safety.
4. Implements and maintains effective accident prevention and safety programs in compliance with Company and OSHA standards and regulations. Makes sure all reasonable actions are taken to prevent accidents or injuries, and establishes a safe and productive work environment for all employees.
5. Builds and maintains strong and effective relations with relevant government, community, and environmental groups.
6. Represents the company in the business community and interacts with customers and government officials to resolve customer service concerns, and ensures that contractual obligations are met.
7. Exemplifies and upholds company ethics and ensures adherence to environmental, operating, regulatory, and safety standards.

8. Provides coaching and counseling for staff development. Communicates Company objectives and philosophies to employees and supports a good working relationship between management and employees to foster positive morale.

9. Controls operating costs, collections, sales, and manages the budget for the operations including approval of purchase orders, vendor pricing and payroll.

10. Identifies, develops, and pursues growth opportunities for both the collection company, the transfer station, and or new ventures.

11. Assists and supports department supervisors as needed to achieve and maintain optimum performance levels.

12. Other duties as assigned by Susan VanDelinder.

Shop Manager

POSITION: Manages the overall operation of the C&S Waste Solutions shop/garage and light and heavy vehicle fleet; and performs related duties as required.

JOB DESCRIPTION AND DUTIES: Responsible for the comprehensive inspection, maintenance, repair, and budget of the vehicle fleet operated by C&S Waste Solutions. Responsible for inventory control, purchasing, and disposal, and for management of shop personnel.

1. Plans, schedules, and directs the operations of garage; develops and maintains effective shop safety and performance standards, policies, and procedures; assures accuracy of shop and parts inventories; develops and oversees division budget.
2. Directs the service, repair, and preventive maintenance of vehicles; develops, implements, and supervises preventive maintenance programs; periodically reviews repair work and procedures to ensure accuracy, completeness, and efficiency; recommends vehicles for replacement, prepares specifications, and arranges for auction or disposal as necessary.
3. Interviews, selects, trains, disciplines and evaluates directly or through subordinate staff; assesses and provides training for personnel; directs supervisory staff in planning and scheduling of automotive and heavy equipment maintenance and repairs.
4. Operates and maintains computerized network tracking system; tracks and reviews vehicles, parts inventories, shop labor, fuels, and vehicle utilization; reviews and analyzes utilization documentation to recommend vehicle assignment to departments.
5. Interprets and applies regulatory requirements associated with air pollution control, hazardous material and waste management, underground storage tanks, recycling, etc.; assures compliance with local, state, and federal requirements.
6. Investigates motor vehicle accidents, negotiates settlements, collects damages, and authorizes repairs to County vehicles.

Knowledge of: principles and methods of organizational management; inventory techniques; practices, procedures, equipment, tools, materials, and supplies used in motor vehicle fleet acquisition, utilization, maintenance, repair, and disposition; budget preparation; principles and practices of personnel management; supervisory practices; procurement specification procedures; general computer systems and operations.

Ability to: direct the overall operations of shop/garage; develop and implement safety and performance policies and procedures; develop and oversee inventories; assess training needs; oversee planning and scheduling of maintenance and repairs; develop preventative maintenance programs, procedures, and

evaluation schedules; prepare vehicle specifications for purchase; operate and maintain computerized network tracking systems; analyze operating costs; make budget recommendations; assign vehicles; interpret and apply various regulatory requirements; speak and write clearly and concisely; establish and maintain effective working relationships with subordinates, management, vendors, and representatives of other departments and regulatory agencies.

Dispatcher / Driver Supervisor

POSITION: Responsible for the coordination of the utilization of drivers, trucks, and containers to create capacity, maximize productivity, and ensure prompt, courteous, and efficient service to all customers.

JOB DESCRIPTION AND DUTIES: Directly responsible for the supervision of employees performing waste collection/disposal, dispatch and/or other operations-related work. Supervision includes scheduling, performance management, and other related issues.

1. Resolves unusual or nonscheduled service requests, equipment breakdowns, and schedule changes.
2. Develops work schedules to match staffing levels, makes work assignments, and monitors progress to improve work process efficiency. Assists routes to provide the most efficient service to customers while also managing labor hours and disposal tons.
3. Performs administrative activities, including reviewing route sheets, work orders, time sheets, or other work time documents.
4. Conducts employee observations to ensure safety and productivity procedures are being followed. Documents and discusses results with employees.
5. Responds to driver reports of problem pick-ups such as unsafe conditions or hazardous waste.
6. Provides status reports to next level management, approve payroll hours.
7. Coordinates with other departments and customers to change or improve customer service.
8. Responds effectively and courteously to customer service inquiries or requests.
9. Understands, implements, and maintains safe work practices.
10. On occasion, to maintain business operations, may drive route vehicles in order to cover shortages in staff or missed pick-ups.
11. Performs other job-related duties as assigned.
12. Plans the work for the next day co-coordinating with all personnel.
13. Supervises drivers to assure that drivers complete all duties.
14. Co-coordinates with office to assure work is completed and charges are correct.
15. Co-coordinates with shop to see that needed equipment and trucks are available for use.
16. Participates in drivers evaluations.

17. Sees that all bins and carts are properly maintained.
18. Informs General Manager BEFORE more equipment is needed (carts, bins, boxes & trucks).
19. Participates in planning new routes.
20. Audits routes to assure driver is collecting efficiently and safely along the route.
21. Trains drivers and conducts follow up training as needed.
22. Communicates with customer service regarding special needs, special events, and changes needed in service.

Refuse Collector/Driver

POSITION: Responsible for safely operating a front, side, or rear loading truck, and providing prompt, courteous and complete waste removal services for customers who reside on a designated route.

JOB DESCRIPTION AND DUTIES: Drives a solid waste disposal packer truck, picks up refuse at homes and businesses, and places refuse in proper compartment for recycling or special material pickups. Takes waste to landfill, compacting area, or recycling center and deposits materials as directed.

1. Inspects trucks prior to beginning routes to ensure safe operating conditions.
2. Refuels trucks and adds other necessary fluids, such as oil.
3. Fills out any needed reports for defective equipment.
4. Drives trucks along established routes through residential streets and alleys, and/or through business and industrial areas.
5. Drives to disposal sites to empty trucks that have been filled.
6. Operates equipment that compresses the collected refuse.
7. Operates automated or semi-automated hoisting devices that raise refuse bins and dump contents into openings in truck bodies.
8. Dismounts refuse trucks to collect garbage and remounts trucks to ride to the next collection point.
9. Communicates with dispatchers concerning delays, unsafe sites, accidents, equipment breakdowns, and other maintenance problems.
10. Keeps informed of road and weather conditions to determine how routes will be affected.
11. Provides exceptional customer service.
12. Knowledgeable of principles and methods for moving goods by road, including the relative costs and benefits.
13. Gives full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
14. Performs routine maintenance on equipment and determines when and what kind of maintenance is needed.
15. Uses logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems.

16. Selects and uses training instruction methods and procedures appropriate for the situation when learning or teaching new things.
17. Properly operates equipment and systems used to perform his/her job functions.
18. Communicates effectively in writing.
19. Is sensitive to the reactions of others and understands why others react as they do in order to keep the operation fully functional.
20. Monitors and assesses performance of each crewmember in order to make improvements or take corrective actions when necessary.

Office Manager

POSITION: Organizes and manages customer service/administrative office for C&S Waste Solutions; addresses customer service and administrative issues; supervises and participates in billing and accounting, office automation, personnel and/or other administrative support activities; serves as a member of the department's management/supervisory team; and performs related duties as required.

JOB DESCRIPTION AND DUTIES: Responsible for managing a variety of customer service and administrative activities in support of overall company operations. Supervises customer service representatives and administrative office staff. Performs other job-related duties as assigned or apparent.

Office Management

1. Organizes and coordinates office operations and procedures in order to ensure organizational effectiveness, efficiency, and safety.
2. Directs and coordinates necessary activities between main office and other departments; ensuring maximum efficiency and productivity.
3. Communicates with other supervisors and managers about operations and/or dispatch issues.
4. Maintains office supply inventories and coordinates maintenance of equipment and IT systems.
5. Assists in the implementation of operational projects as needed.
6. Partners with HR to maintain office policies as necessary.
7. Completes other tasks as ownership may request.

Staff Supervision

1. Maintains professional and helpful customer service.
2. Responsible for the management of the customer service representatives who respond to service inquiries, establish new and retain existing accounts, and resolve problems.
3. Participates in the hiring, training, coaching, and performance management of customer service representatives, including enforcing policies and procedures.
4. Communicates with employees about scheduling and work assignments as needed.
5. Responds in a professional and courteous manner to escalated customer service concerns in order to reach an effective resolution.
6. Updates and secures customer service agreements.

7. Analyzes and understands customer needs based on customer feedback, call monitoring, and various information sources.
8. Maintains incoming calls and communicates with customers about service issues as needed.
9. Provides back-up support to the customer service representatives during staffing shortages, high volume activity, or as needed.

Customer Billing

1. Responsible for monthly customer billing.
2. Reviews payment applications.
3. Oversees proper posting of customer payments.
4. Ensures integrity of billing system data entry.
5. Completes monthly, quarterly, and annual reports to City, County, State, and other Regulatory Agencies.

Customer Service Representative

POSITION: Provides customer service and accepts customer payments in person and over the phone under the direction of the Office Manager.

JOB DESCRIPTION AND DUTIES: Responds in a timely and accurate manner to routine customer service calls and walk-in office visits, ensuring that residential and commercial service issues and concerns are treated in a respectful and professional manner.

1. Politely greets customers in person an over the telephone and communicates concise and accurate information regarding services options, charges, billing, and contracts.
2. Listens for and identifies opportunities to cross sell additional products and services.
3. Confirms understanding of customer needs, issues, and requests.
4. Establishes customer accounts and enters service type, pricing, billing, and other required information into the computer.
5. Updates customer data in a timely and accurate manner.
6. Receives money in the form of cash, check, or credit card payments from customers paying their bills in person and issues a receipt.
7. Accepts credit card payments over the phone.
8. Provides back-up support to other customer service representatives during staffing shortages, high volume activity, or as needed.
9. Responds to customers' complaints and takes necessary actions resolve their issues including communicating with other department managers, dispatchers, and drivers.
10. Directs more complex customer complaint issues to the Office Manager.
11. Performs other administrative and clerical duties as required.







Appendix 3

New Customer Information

Residential Service

New Customer Information / PH: (775) 727-5777 / FAX: (775) 727-5832

Date: _____

Type of Service: ○ Cart ○ Bin ○ Roll-Off ○ Other _____
(Please Select One)

Last Name _____ First _____

Phone: H/W: _____C: _____ SSN#_____

Driver License: State_____ ID# _____ DOB _____

Additional Account Contact if any (i.e. Spouse): _____

Landlord/Property Owner: _____Phone: _____ Self-Owned ❑

Service Address: _____

City: _____ State: _____ Zip: _____

Type of Building: ○ Modular Home: (☐ Single/ ☐ Double/ ☐ Triple) / ○ House / ○ Apartment /
(Please Select One)
○ Other: _____

Color: _____ Trim: _____

If address # is not posted, please provide additional info/description:

_____

Mailing Address: _____

City: _____State: _____Zip: _____

Customer Signature: _____ Date: _____

❑ **E-Statements:** Please check if you would like to have your statements emailed instead of mailed. _____
(Please Initial)

Email Address: _____

Office Use Only

Service Day: Mon Tue Wed Thur Fri **Route**: C01 C03 R01 R02 R03 R04

Service Type: _____ Cross Street: _____

Payment Amount: $_____ Entered by: _____

Business Service

New Customer Information / PH: (775) 727-5777 / FAX: (775) 727-5832

Date: _____

Type of Service: ○ Cart ○ Bin ○ Roll-Off ○ Other _____
(Please Select One)

Business Name: _____ Tax ID#: _____

Contact Name: _____ Phone: _____

Landlord/Property Owner: _____ Phone: _____ Self-Owned ❑

Service Address: _____

City: _____ State: _____ Zip: _____

Type of Building: ○ Office Building / ○ Apartment / ○ House / ○ Modular: (☐ Single / ☐ Double / ☐ Triple)
(Please Select One)
○ Other: _____

Color: _____ Trim: _____

If address # is not posted, please provide additional info/description:

_____

Mailing Address: _____

City: _____State: _____Zip: _____

Phone #: H: _____W: _____C: _____

Customer Signature: _____ Date: _____

❑ **E-Statements:** Please check if you would like to have your statements emailed instead of mailed. _____
(Please Initial)

Email Address: _____

Office Use Only

Service Day(s): Mon Tue Wed Thur Fri **Route**: C01 C03 R01 R02 R03 R04

Service Type: _____ Cross Street: _____

Payment Amount: $_____ Entered by: _____

***Office Hours**: Monday thru Friday / 8:00am - 4:00pm*
www.CandSwaste.com

*****Visit our website to pay your bill online*****

All trash must be at the road by 6:00am

Note: There may be an extra charge to return for trash not set out on time.

Your scheduled SERVICE DAY is:

Monday Tuesday Wednesday Thursday Friday

Service Information

1. **Service** is provided on **ALL** holidays **EXCEPT:**

   Thanksgiving / Christmas / New Year's Day
   Note: Service will be one day behind following these holidays.

2. **EXTRA TRASH**: If you place out extra bags or cans along with your cart there may be an additional charge of:

   $0.93 per 32-gallon bag *or* ***$1.89 per 32-gallon can***

3. Call office to arrange pick up for the following items: (an additional charge may apply)
   - *Bulky items (couches, tables, appliances, furniture, etc.)*
   - *Dead Animals (horses, pigs, etc.)*

4. **Boxes** must be broken down into 3'x 3' / **Branches** must be no longer than 3' & **must be bundled!**

5. The following items will **not** be accepted:
   - *55 gallon drums or burn barrels*
   - *Hazardous materials (oil, paint, solvents, chemicals, etc.)*
   - *Live ammunition*

6. **Household Needles** are permitted: Call office and place next to your cart in a rigid, sealed container.

7. Service may be discontinued if payment is not received within 30 days of billing. If bins or carts are removed for non-payment, a reinstatement fee of **$25.00** may be applied.

8. ***If you move, you are responsible for canceling your service.*** There is a charge of ***$81.69 per cart*** if not returned to PVD. *Closed account balances must be paid within 15 days of closure or your account will be turned over to a collection agency.*

RECYCLING
DROP-OFF LOCATIONS

PAHRUMP VALLEY DISPOSAL
1410 E. Mesquite (at the Metal Yard)
Pahrump, NV 89060
(775) 727-5777
Open Monday - Friday

Walmart
300 S. Hwy 160
Pahrump, NV 89048
Next to Sonic
NEW HOURS!
7:30 a.m. - 3:30 p.m. / 7 Days

ALL RECYCLABLES MUST BE EMPTY AND CLEAN



ALUMINUM CANS / FOIL
TIN/ METAL



CARDBOARD
CEREAL/FOOD BOXES
FLATTEN & STACK LOOSELY



ELECTRONIC WASTE
ONLY ACCEPTED AT
PAHRUMP VALLEY DISPOSAL



NEWSPAPER/MIXED PAPER
MAGAZINES, PHONE BOOKS, JUNK MAIL, NON-FOIL MILK/JUICE CARTONS



MIXED PLASTIC
1 AND 2 ONLY



GLASS CONTAINERS

NO PLASTIC BAGS, STYROFOAM, CARPET, MATTRESSES, FURNITURE, MIRRORS, FOOD WASTE, FOOD SOILED PAPER, GREASY PIZZA BOXES, FOIL-LINED CARTONS/WRAPPERS, HAZARDOUS MATERIALS, BATTERIES, LIGHT BULBS, PAINT PRODUCTS, HOSES/CORDS, YARD WASTE, WOOD OR TRASH

WE BUY SCRAP METAL
PAHRUMP VALLEY DISPOSAL • OPEN MONDAY - FRIDAY

RECICLAJE
LUGARES DE ENTREGA

PAHRUMP VALLEY DISPOSAL
1410 E. Mesquite
Pahrump, NV 89060
(775) 727-5777
Lunes - Viernes

Walmart
300 S. Hwy 160
Pahrump, NV 89048
Al lado de Sonic
¡NUEVAS HORAS!
7:30 a.m. - 3:30 p.m. / 7 Días

TODOS DEBEN ESTAR VACÍOS Y LIMPIOS



BOTES Y LÁMINA DE ALUMINIO
ESTAÑO Y METAL



CARTÓN
CAJAS DE CEREALES / COMIDA
APLANAR Y APILAR SUELTOS



DESECHOS ELECTRÓNICOS
SOLO SE ACCEPTA EN
PAHRUMP VALLEY DISPOSAL



ENVASES DE VIDRIO



PLÁSTICOS MEZCLADOS
1 Y 2 SOLAMENTE



PERIÓDICO / PAPEL MIXTO
REVISTAS, GUÍAS TELEFÓNICAS, CORREO
BASURA, CARTONES DE LECHE / JUGO
SIN PAPEL DE ALUMINIO

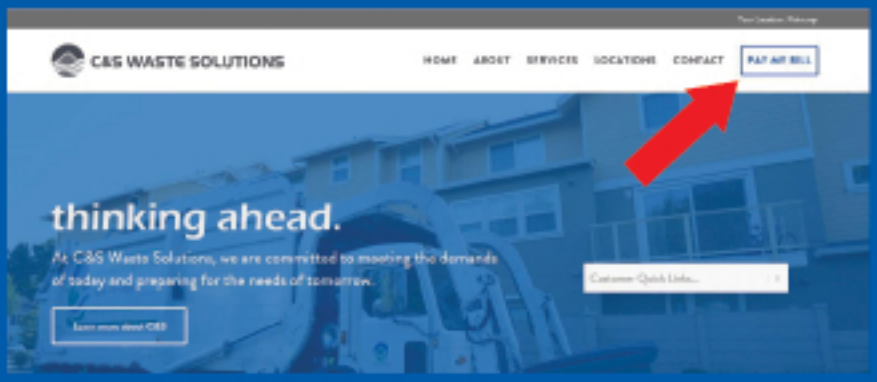
NO BOLSAS DE PLÁSTICO, ESPUMA DE POLIESTIRENO, ALFOMBRA, COLCHONES, MOBILIARIO, ESPEJOS, RESTOS DE COMIDA, PAPEL SUCIO, CAJAS DE PIZZA, CARTONES/ENVOLTORIOS FORRADOS CON DE ALUMINIO, MATERIALES TÓXICOS, PILAS, BOMBILLAS, FOCOS, PRODUCTOS DE PINTURA, MANGUERAS/CORDONES, DESECHOS DEL JARDÍN, MADERA O BASURA

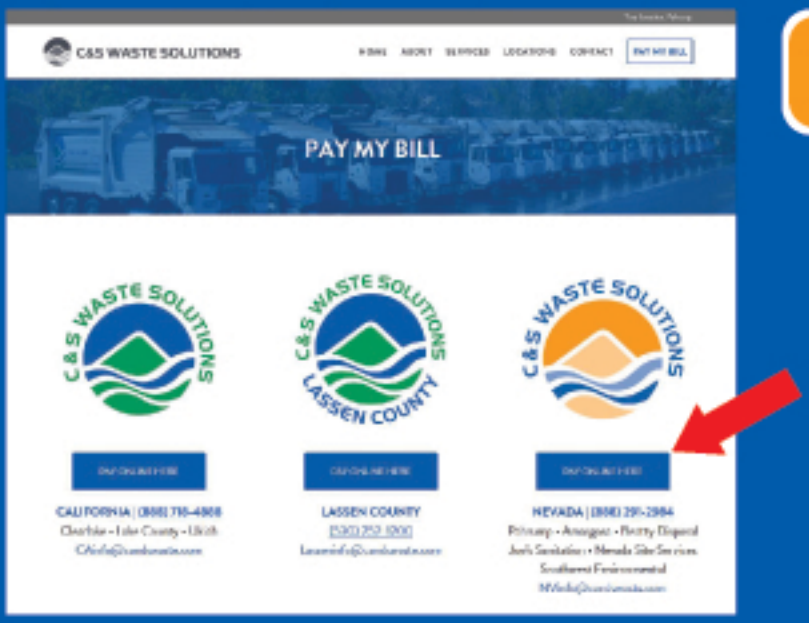
COMPRAMOS CHATARRA
PAHRUMP VALLEY DISPOSAL • ABIERTO DEL LUNES A VIERNES

C&S WASTE SOLUTIONS

PAY YOUR BILL ONLINE

1. Go to www.CandSWaste.com. Click on "Pay My Bill" to go to our payment page.





2. Click on "Pay Online Here" for Nevada.

3. As a new user, click on the "Register Now" button to set up an account.



4. Fill out the "Online Bill Pay Registration" form with your information and click "Register Now."

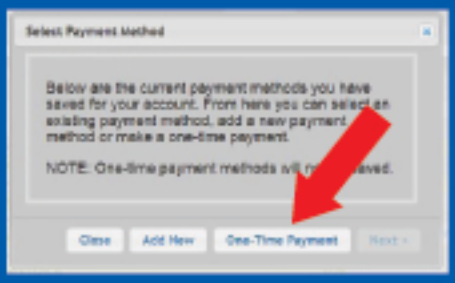


******Please Note***: Your "Customer Number" and "Access Code" can be found on your statement or invoice. An e-mail will be sent to the e-mail address you entered during the registration process. To complete the registration process, simply click on the link in this e-mail and sign into your new Online Bill Pay account.***

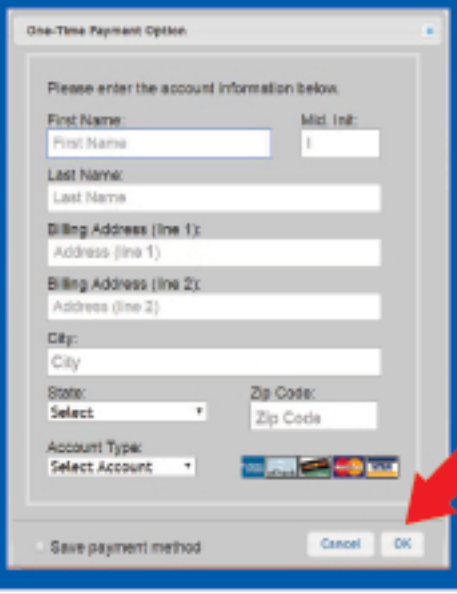
5. When your account billing page loads, click on the "Make Payment" button.



6. In the "Select Payment Method" box, click on the "One-Time Payment" button.



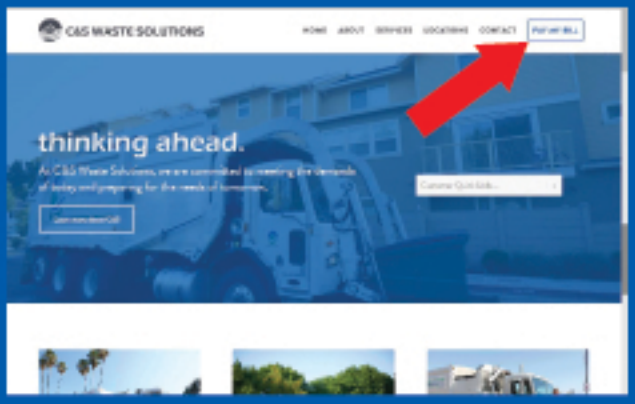
7. Fill out your information in the "One-Time Payment Option" box and click ok.



C&S WASTE SOLUTIONS

ENROLL IN AUTOMATIC PAYMENTS

1. Go to www.CandSwaste.com. Click on "Pay My Bill" to go to our payment page.



2. Click on "Pay Online Here" for Nevada.



3. Sign in to your account with your email and password. Click "Sign In."

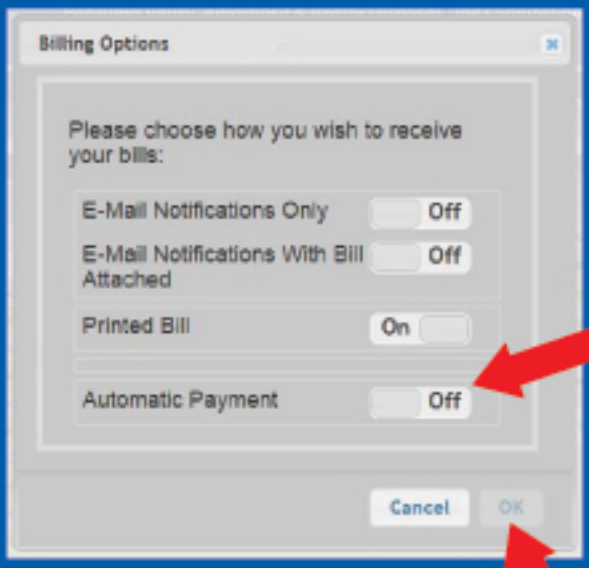


4. When your account billing page loads, click on the "Billing Options" button.

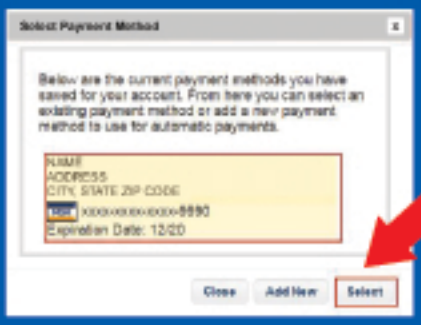


5. Click the "On/Off" switch beside the "Automatic Payment" option to toggle automatic payment enrollment to "On." Then click "OK."

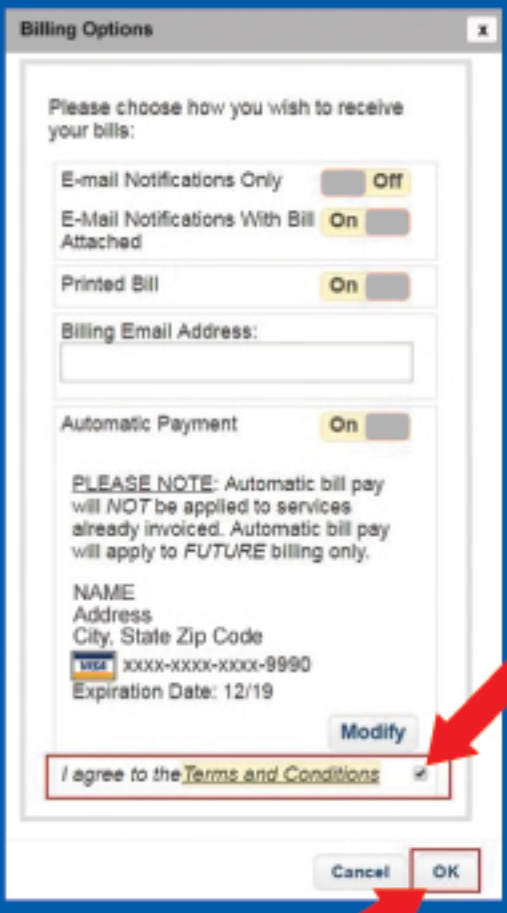
Please Note If the text on the switch says "On" then that option is turned on. If the text says "Off" then that option is turned off.



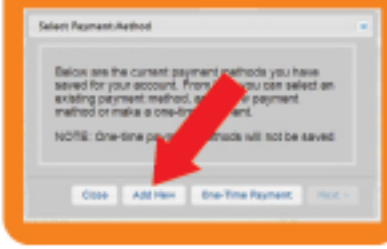
6. In the "Select Payment Method" box, click on the payment method you wish to use and then click "Select."



7. The "Billing Options" window will now display. Check the box beside "I agree to the Terms and Conditions" and then click the "OK" button to complete the request. If you wish to view the terms and conditions, simply click the words "Terms and Conditions" in this window.



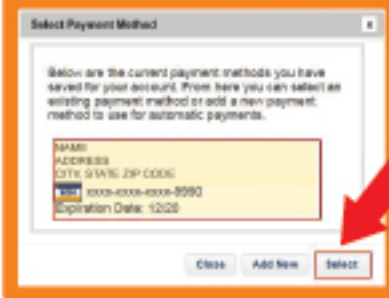
6a. If there are no existing saved payment methods, click the "Add New" button to add a new payment method to use with the automatic payment process.



6b. Enter the new payment method information, and then click the "Add Payment" button.



6c. The "Select Payment Method" window will display again, click on the payment method to use for automatic payments and then click "Select."



2022 HOLIDAY COLLECTION SCHEDULE

Pahrump Valley Disposal | Amargosa Disposal | Beatty Disposal

C&S Waste Solutions observes the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day. Service will be delayed by one day following these holidays. Normal collection schedules will resume the week following the holiday.





Martin Luther King, Jr. Day Monday, January 17 Normal collection schedule.	**Presidents Day** Monday, February 21 Normal collection schedule.	**Memorial Day** Monday, May 30 Normal collection schedule. *The Office is closed.*	**Independence Day** Monday, July 4 Normal collection schedule. *The Office is closed.*	**Labor Day** Monday, September 5 Normal collection schedule. *The Office is closed.*
Columbus Day/Native American Day Monday, October 10 Normal collection schedule.	**Veterans Day** Friday, November 11 Normal collection schedule.	**Thanksgiving Day** Thursday, November 24 Service will be delayed by one day for customers with Thursday and Friday collection days. *The Office is closed Thursday and Friday.*	**Christmas Day** Monday, December 26 *Observed* Normal collection schedule. *The Office is closed.*	**New Year's Day 2023** Monday, January 2 *Observed* Normal collection schedule. *The Office is closed.*





C&S WASTE SOLUTIONS

Pahrump Valley Disposal 775-727-5777 | Amargosa Disposal 775-372-1444 | Beatty Disposal 775-553-2033

1410 E. Mesquite Ave. | P.O. Box 1310 | Pahrump, NV 89041 | www.CandSwaste.com

****** PLEASE KEEP FOR YOUR REFERENCE NEEDS ******

Dear Valued Customer,

We welcome you as a customer of Selma Disposal & Recycling. This letter is provided to answer some frequently asked questions and to provide basic service information about your solid waste, recycling, and green waste service. After reading this letter and the enclosed information, please feel free to contact us if you have additional questions.

Selma Disposal & Recycling, LLC
1675 Dockery Ave.
P.O. Box 708
Selma, CA 93662
(559) 891-7694

Office Hours: 8:00 a.m. – 4:30 p.m., Monday through Friday
(We have a 24-hour message recorder and will return any after hour calls on the next business day.)

We encourage you to visit our website at **www.candswaste.com** to learn more. You can also find us on **Facebook** under "**C&S Waste Solutions**."#

You will receive three carts, one for waste disposal, one for recycling, and one for green waste. The gray lid cart is for garbage, the blue lid is for recycling, and the green lid is for yard and garden trimmings. Please refer to the enclosed single stream and green waste recycling guides for information about what to put in each cart.

Your garbage, recycling and green waste collection day is: _____

CART PLACEMENT

Place carts at the curb or road edge so that the lid opens toward the street. There should be at least three (3) feet of clearance between each cart and 15 feet of overhead clearance. Keep them away from all obstacles such as cars and mailboxes, and away from overhead obstacles such as carport overhangs and tree branches. Your carts cannot be picked up unless the lids are completely closed.

All containers must be at the curb by 4:00 a.m. on your service day. **We recommend setting carts at the curb or road edge the night before your regular service day.** Please remove all containers from the street within 24 hours after pick up.

MISSED COLLECTION/EXTRA TRASH/CONTAMINATION FEES

If your service was missed because it was not set out for collection, please call our office within 24 hours. You may be subject to a return trip charge.

If you have "extra" trash, please call our office by 2:00 p.m. the day before your regular collection day to order extra service and to avoid confusion when you receive your bill. You will be billed for each extra bag or can of

garbage left at the curb. Any item not inside your cart with the lid completely closed is considered extra garbage and there will be an additional charge for this service.

If your recycling or green waste carts are found to contain garbage or any other unacceptable items, your carts may not be collected and/or you may be charged a contamination fee.

BILLING

Billing for trash service will be done monthly or quarterly depending on you service, and the bill is due upon receipt. Payment can be made by *cash, check, money order, credit card* (Visa or MasterCard), or by *electronic means* at our website: www.candswaste.com. Payments can be mailed to P.O. Box 708 Selma, CA 93662 or dropped off at out office at 1675 Dockery Ave., Selma CA, 93662. For credit card payments over the phone, please call our office at (559) 891-7694. Your account will be subject to late fees and cancellation of service if your account becomes delinquent. Please contact us immediately if you have questions about your bill.

HOLIDAY SCHEDULE

Garbage is collected on most holidays excluding, **Thanksgiving Day**, **Christmas Day,** and **New Year's Day**. During these holiday weeks, collection will be one day late if your regular service day is on or after the holiday. For example, if your regular service day is Monday and Christmas day falls on a Monday, your collection will be on Tuesday. All other collections during that week will be one day late, with Friday customers being collected on Saturday. The regular collection schedule resumes after the holiday week.

MOVING

It is the customer's responsibility to stop or transfer service if you plan to move within or out of the service area. Please call in advance so that we may schedule the change and remove any of our containers. Customers are held responsible for service until notice of cancellation is given and containers are removed. **Carts are the property of Selma Disposal & Recycling. Customers will be charged the cost of each container if not returned after service ends.**

ADDITIONAL SERVICES

- 4 cubic yard - Temporary Clean-up Bins for small projects
- 20, 30, and 40 cubic yard roll-off boxes for larger projects
- Portable Toilets
- Hauling you own loads? Bring your material to our Transfer Station located at 1675 Dockery Ave.

INQUIRIES

If you have a question or comments about our service, please call us promptly at **(559) 891-7694**. We do our best to resolve all issues in a timely and mutually satisfactory manner.

Again, we welcome you as a customer and look forward to serving your solid waste and recycling needs.

Thank you,

Selma Disposal & Recycling

Enclosures: Single Stream Recycling Guide
Green Waste Recycling Guide

471-825 Diane Drive. / PO Box 270780
Susanville, CA 96127
Ph: (530) 252-1200 / Fax: (530) 252-1255

NEW Residential Customer Information Form

Date: _____

Type of Service: Cart (*gallons*) *(Please Circle)* → **Size: 35, 65 or 95**



Bin (*yards*) **Size: 1, 2, 3, 4 or 6** **Temp Bin: 3 or 6**



Roll-Off (*yards*) **Size: 15, 20 or 30**



Last Name _____ **First** _____

Additional Account Contact: (*i.e. spouse*): _____

Phone: (_____) _____ Driver License: ID#: _____ State: _____

❑ **E-Statements ONLY:** *Email Address*: _____
(Please print clearly)

Landlord/Property Owner: _____Phone: _____ Self-Owned: ❑

PHYSICAL Address: _____
(Location carts will be placed)

City: _____ **State**: _____ **Zip**: _____

Type of Building: House / Duplex / Modular / Other: _____ Color: _____
(Please Circle One)

***** If there is no address posted, PLEASE provide additional info/description *****

_____

Mailing Address: ***(If different than physical)*** _____

City: _____ State: _____ Zip: _____

Customer Signature: _____ **Date:** _____

Office Use Only

CREDIT CARD INFORMATION/TYPE: Visa MasterCard Discover AMEX

Credit Card #: _____ Exp. Date: _____ /_____ AMT Paid: $_____

Service Day: *Mon Tue Wed Thur Fri*

Route: *R01 R02 R03 C01 C02 C03 B1*

Service Type: _____

Cross Street: _____

Payment Amount: $_____

Entered by: _____

471-825 Diane Drive / PO Box 270780
Susanville, CA 96127
Phone: (530) 252-1200 / Fax: (530) 252-1255
CandSwaste.com / Email: LassenInfo@CandSwaste.com

C&S Waste Solutions of Lassen County cswastelassen @CSWasteLassen

YOUR…

COLLECTION DAY is: *MON TUE WED THUR FRI*

IMPORTANT Reminders:

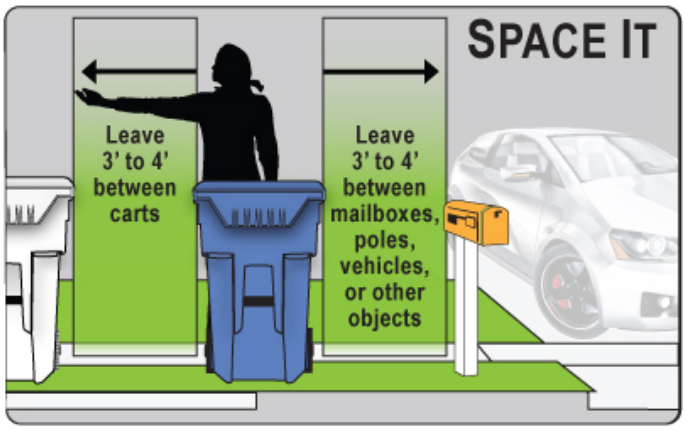
- **Collection Days** – ***Trash, recycling and greenwaste will all be collected on the same day.***
  *(Please have carts out at road's edge by **6:00 a.m.** on your collection day.)*

- **Holiday Schedule** – ***The following holidays are the only ones that will affect your trash collection:***

Memorial Day	***Labor Day***	***Christmas Day***
Independence Day	***Thanksgiving Day***	***New Years Day***

During a holiday week, collection will be one day later following the holiday.
*For example, if your regular service day is Monday, your collection will be on Tuesday. All other collections during that week will be one day later, with Friday customers being collected on Saturday. HOWEVER, if the holiday falls after your normal collection day that week, **you will not be affected**.*
NOTE: The regular collection schedule resumes after the holiday week.

- **Cart Placement** – ***Place carts at road's edge, 3 ft. apart, with cart lids opening toward the street***



- **CONTAMINATION – Recycle or Greenwaste Contamination**
  - *If your recycling or greenwaste carts are found to contain garbage your carts may not be collected and additional fees/fines may apply. Please do your part to keep the recycling contaminate free. See recycle flyer for a more in-depth list of acceptable items.*
  - ***Hazardous materials** (i.e. batteries, paints, etc.) or **medical waste/sharps** will not be accepted.*

- **Split-Body Trucks** – *One truck collects both the trash and recycling in separate compartments.*



NOTE: Greenwaste will be collected separately, or by a different truck, on the same day.

SERVICES included with Garbage Service *(Residential Customers Only):*

- **Christmas Trees** – *Set Un-flocked trees by your cart during the first full week of January.*

- **Bulky Items & E-Waste Curbside Collection** – *Customers may have 2 bulky and 5 e-waste (TV's, computers, monitors) items collected curbside once per calendar year. Please call to schedule pick-up*

NOTE: Landfill fees may apply and appliances containing Freon will be charged a fee of $25 for Freon removal.

- **Weekly Greenwaste Service** – *Primary:* ***$6.25/month*** *Secondary:* ***$9.49/month***

- **Billing** – *Billing for trash service will be done monthly or quarterly, in advance*

  - *Payment may be made, in person, over the phone or online (**CandSwaste.com**). We accept cash, check, money order, e-check and credit card (Visa, MasterCard, AMEX & Discovery).*

  - *Service may be discontinued, and your bin or cart may be removed, if payment is not received within 30 days of billing.*

  - *If you move, it is your responsibility for cancelling your service: There is a charge of **$72.45/cart** **(Primary Area)** and **$84.52/cart** **(Secondary Area)**, if your cart is not returned to C&S Waste. Closed account balances must be paid within 15 days of closure or your account may be turned over to a collection agency.*

Office Hours: **Monday** thru **Friday**, 8am – 4 pm *(Closed the 6 Major Holidays)*

C & S WASTE SOLUTIONS OF LASSEN COUNTY

Rate Schedule

EFFECTIVE JANUARY 1, 2022

PRIMARY AREA

Susanville • Standish • Janesville • Johnstonville • Lake Forest Estates • Litchfield

RESIDENTIAL SERVICE

TRASH

35 gallon cart	$23.44 per mo.
65 gallon cart	$31.25 per mo.
95 gallon cart	$39.09 per mo.

RECYCLING

95 gallon cart *Weekly Pick-up*	$2.00 per mo. for Trash Customers

COMMERCIAL SERVICE

TRASH

Pricing based upon once a week service

1 cu. yd. bin	$116.41 per mo.
2 cu. yd. bin	$193.43 per mo.
3 cu. yd. bin	$232.80 per mo.
4 cu. yd. bin	$282.93 per mo.
6 cu. yd. bin	$376.07 per mo.

RECYCLING

Size dependent on needs of business	Please call for current pricing

GREENWASTE (Residential trash customers only)
For an additional fee, greenwaste service can be added by calling (530) 252-1200 or emailing us at lasseninfo@candswaste.com.

95 gallon cart	$6.25 per mo.

SECONDARY AREA

Doyle • Herlong • Milford • Wendel • Westwood • Clear Creek • Spaulding/Eagle Lake

RESIDENTIAL SERVICE

TRASH

35 gallon cart	$26.06 per mo.
65 gallon cart	$33.88 per mo.
95 gallon cart	$40.84 per mo.

RECYCLING

95 gallon cart *Weekly Pick-up*	$2.00 per mo. for Trash Customers

COMMERCIAL SERVICE

TRASH

Pricing based upon once a week service

1 cu. yd. bin	$119.97 per mo.
2 cu. yd. bin	$205.95 per mo.
3 cu. yd. bin	$241.74 per mo.
4 cu. yd. bin	$302.64 per mo.
6 cu. yd. bin	$393.94 per mo.

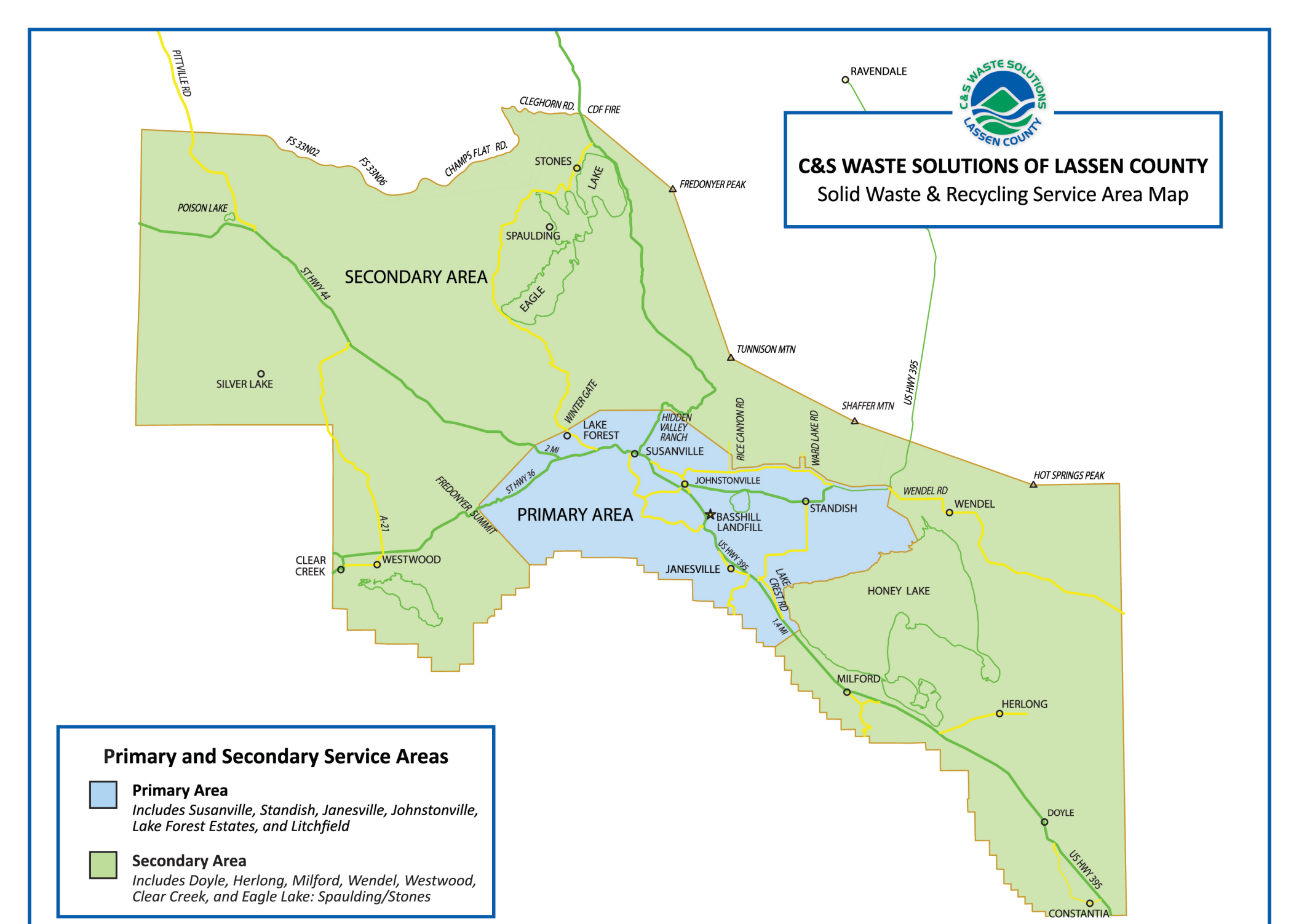
RECYCLING

Size dependent on needs of business	Please call for current pricing

GREENWASTE (Residential trash customers only)
For an additional fee, greenwaste service can be added by calling (530) 252-1200 or emailing us at lasseninfo@candswaste.com.

95 gallon cart	$9.49 per mo.

All rates listed above are for weekly collection service. Additional charges apply for multiple collections each week. This is a partial list only. For additional information, please call us at (530) 252-1200 or visit us online at www.CandSwaste.com.


C&S WASTE SOLUTIONS OF LASSEN COUNTY
Solid Waste & Recycling Service Area Map
C&S WASTE SOLUTIONS
LASSEN COUNTY
RAVENDALE
PITTVILLE RD
CLEGHORN RD.
CDF FIRE
FS 33N02
FS 33N06
CHAMPS FLAT RD.
STONES
LAKE
FREDONYER PEAK
POISON LAKE
SPAULDING
SECONDARY AREA
ST HWY 44
EAGLE
SILVER LAKE
TUNNISON MTN
US HWY 395
WINTER GATE
SHAFFER MTN
LAKE FOREST
HIDDEN VALLEY RANCH
RICE CANYON RD
WARD LAKE RD
2 MI
SUSANVILLE
HOT SPRINGS PEAK
ST HWY 36
JOHNSTONVILLE
WENDEL RD
WENDEL
FREDONYER SUMMIT
PRIMARY AREA
STANDISH
BASSHILL LANDFILL
A-21
US HWY 395
CLEAR CREEK
WESTWOOD
JANESVILLE
LAKE CREST RD
1.4 MI
HONEY LAKE
MILFORD
HERLONG
DOYLE
US HWY 395
CONSTANTIA
Primary and Secondary Service Areas
Primary Area
Includes Susanville, Standish, Janesville, Johnstonville, Lake Forest Estates, and Litchfield
Secondary Area
Includes Doyle, Herlong, Milford, Wendel, Westwood, Clear Creek, and Eagle Lake: Spaulding/Stones

471-825 Diane Drive / PO Box 270780
Susanville, CA 96127
Phone: (530) 252-1200 / Fax: (530) 252-1255
CandSwaste.com / Email: LassenInfo@CandSwaste.com

C&S Waste Solutions of Lassen County *cswastelassen* *@CSWasteLassen*

Temporary Clean-Up Bin Service Guide



PRIMARY Service Area

3 Yard - $89.51

6 Yard - $134.32

SECONDARY Service Area

3 Yard - $107.40

6 Yard - $152.18

Length of Rental: ***3 Business Days***

The delivery day, the removal day and weekends are not included in your 3 business days. The bin will be removed on the 4th day. Should you need to keep the bin longer than the 3 business days, please contact C&S to make arrangements and there may be an additional fee assessed.

Loading the Bin: ***Please DO NOT Overfill the Bin!***

If the bin is overloaded the customer may be asked to off load the bin before it is removed.

Please **DO NOT** dispose of the following universal, hazardous and heavy materials:

Wet Paint
Latex or oil based paint
Thinners
Gas
Diesel Fuel
Explosives/Ammunition
Medical Waste

Tires
Refrigerators
Air Conditioners
Cell Phones / Dry Cell Batteries
Fluorescent Lights
Oils, Solvents, Chemicals

Heavy Materials:
Dirt
Rock
Concrete
Sod
Roofing
Construction Debris

NO E-Waste:
Computers, Monitors, TV's & Microwaves, etc.

Thank you for your cooperation!

471-825 Diane Drive / Susanville, CA. 96130
Phone: (530) 252-1200 / Fax: (530) 252-1255 / www.CandSwaste.com

Roll-Off Box Service Guide



Roll-Off Box Deposit:	Haul Rate: Primary / Secondary	Tip / Dump Fee:
15 Yard - $379.56	$172.37 / $307.04	$76.50 / Ton
20 Yard - $506.10	$172.37 / $307.04	$76.50 / Ton
30 Yard - $759.15	$172.37 / $307.04	$76.50 / Ton

Length of Rental: **7 Business Days**

The delivery day, the removal day and weekends are not included in your 7 business days. The box will be removed on the 8th day. Should you need to keep the box longer than the 7 business days, please contact C&S to make arrangements and there may be an additional per day fee assessed.

Loading the Box: ***Please DO NOT Overfill the Box!***

If box is overloaded the customer may be asked to off load it before it is removed.

Please **DO NOT** dispose of the following universal and hazardous materials:

Wet Paint
Latex or oil based paint Thinners
Gas / Diesel Fuel
Explosives / Ammunition
Oils, Solvents, Chemicals Medical Waste
Tires
Air Conditioners
Refrigerators
Cell Phones / Dry Cell Batteries
Fluorescent Lights

NO E-Waste:
Computers, TV's Monitors & Microwaves, etc.

Thank you for your cooperation!

Download Our APP

1. Go to your **Apple** or **Google Play** App Store.

App Store Play Store

2. Search for **C&S Waste Solutions**.



3. To download the app, tap **GET** or **INSTALL**.





4. Open the app and enter your address.



All the Reasons Why You Will Love Our APP

Your Schedule

- View your collection schedule
- See upcoming holiday collection day changes
- Get notification of service delays and weather interference.

Waste Wizard

- Use the Waste Wizard search engine to find out how to dispose of items properly

More

- Check Collection Information
- Review the Holiday Schedule
- Access Educational Materials
- Set up Notifications
- and More

C&S Waste Solutions of Lassen County

2022 HOLIDAY COLLECTION SCHEDULE

C&S Waste Solutions of Lassen County observes the following 2022 holidays:

• MEMORIAL DAY • FOURTH OF JULY • LABOR DAY • THANKSGIVING DAY

Service will be delayed by one day following these holidays. Normal collection schedules will resume the week following the holiday.





CLOSED
MEMORIAL DAY
Monday, May 30

*Service will be delayed by one day for **all** customers following this holiday.*

CLOSED
INDEPENDENCE DAY
Monday, July 4

*Service will be delayed by one day for **all** customers following this holiday.*

CLOSED
LABOR DAY
Monday, September 5

*Service will be delayed by one day for **all** customers following this holiday.*

CLOSED
THANKSGIVING DAY
Thursday, November 24

*Service will be delayed by one day for all customers with **Thursday** and **Friday** service.*





C&S WASTE SOLUTIONS OF LASSEN COUNTY
530-252-1200
471-825 Diane Dr. | P.O. Box 270780 | Susanville, CA 96127 | www.CandSwaste.com

RECYCLING: All Items Empty & Clean

YES PLACE THESE ITEMS IN YOUR BLUE-LID CART



Newspaper & inserts



Milk, juice & soup cartons



Plastic bottles & jugs plastic containers
1 & 2 ONLY



Phone & paperback books



Chipboard, cardboard egg cartons, cereal & frozen food boxes



Aluminum cans & foil, tin & metal containers



Glass food & beverage containers



Corrugated cardboard (flattened)



Mail, mixed paper, catalogs & magazines



Aerosol cans
- EMPTY ONLY!
(non-hazardous materials only)



Shredded paper
(place in clear plastic bag)

NO DO NOT PLACE THESE ITEMS IN YOUR BLUE-LID CART



Food & wet waste, soiled paper plates & napkins



Styrofoam containers, packing material & peanuts



Pizza boxes & waxed cardboard & paper



Chip Bags



Frozen food bags



Scrap metal & pots & pans



Batteries & electronics



Hazardous & toxic product containers



Light bulbs & fluorescent tubes



Tarps, hoses & PVC pipe



Ceramics, dishware & glassware



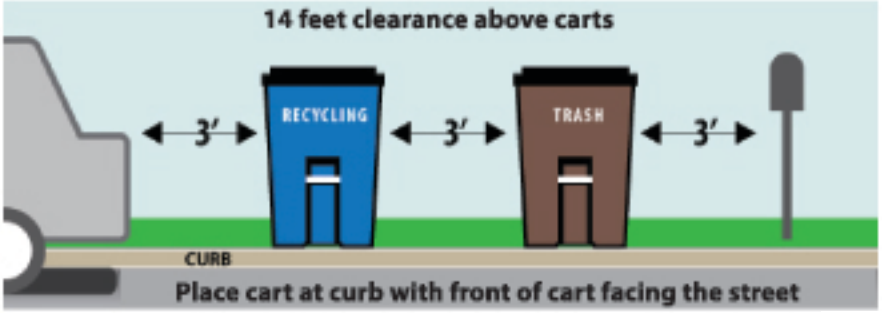
Rigid plastics, buckets & plant pots

Plastics #3 through #7 • Biodegradable plastics • Blueprint paper • Broken glass • Car parts • Carpet • Cellophane • Clothing • Construction debris • Cooking oil • CDs • DVDs • Diapers • Foil wrapping paper • Hangers • Hard-cover books • Mirrors • Paper cups • Pet Waste • Photographs • Picture Frames • Plastic bags & shrink wrap* • Straws • Syringes • Tissue • Toys • Tires • Trash • Videos • Windows • Wood

* Please call 530-252-1200 for recycling opportunities in your area

- Recyclables must fit inside cart.
- Recycling and garbage collection are on the same day.
- Cart must be at road's edge.

Please be aware that human hands and valuable equipment sort these materials. Keep your recycling free of contamination by placing only clean recyclables in the blue-lid cart. Contamination fees may be applied.



RECICLAJE: Todos los Reciclables Vacíos y Limpios

SÍ COLOQUE ESTOS ARTÍCULOS EN EL RECICLAJE



Periódicos y insertos



Cartones de leche, cajas de jugo y sopa



Botellas, jarras y tinas de plástico, **contenedores de plastic # 1 y #2 solamente**



Correo, papel mixto, catálogos y revistas



Cajas de huevos de cartón, cajas de cereal y alimentos congelados



Latas de aerosol **¡SOLAMENTE VACÍO Y SIN PRESIÓN!** (materiales no peligrosos)



Latas y papel de aluminio, contenedores de metal



Envases de vidrio para bebidas y alimentos



Cartón (aplanado)





Guías telefónicas, libros en rústica



Papel molido (coloque en una bolsa de plástico transparente)

NO NO PONGA ESTOS ARTÍCULOS EN EL RECICLAJE



Desperdicios de comida, residuos líquidos, platos de papel sucio y servilletas sucias



Empaque y envases de espuma de poliestireno



Cajas de pizza, cartón y papel encerado



Bolsas de papitas



Bolsas de alimentos congelados



Trozos de metal, ollas y sartenes



Pilas y electrónica



Envases de productos peligrosos y tóxicos



Bombillas y lamparas fluorescentes



Lonas, mangueras y tubos de PVC



Cerámica, vajilla y cristalería



Plástico rígido, cubetas y macetas

Contenedores de plastic #3 a #7 • Plásticos Biodegradables • Papel de Blueprint • Vidrio roto • Piezas de coches • Alfombra • Celofán • Ropa • Desechos de construcción • Aceite de cocina CDs • DVDs • Pañales • Papel para regalo laminado • Perchas • Libros de tapa dura • Espejos • Tazas de papel • Desechos de animales • Fotografías Marcos de fotos • Bolsas de plástico y film transparente* • Popotes • Jeringas • Tejido • Juguetes • Llantas • Basura • Cintas de videos • Ventanas • Madera

*** Por favor, llame al 530-252-1200 para las oportunidades de reciclaje cercanías**

Reciclables deben caber dentro del bote. Recolección de reciclaje y de basura son el mismo día. El bote debe estar en el borde de la carretera para ser vaciado. Reciclables deben estar sueltos en el bote, no en bolsas de plástico, con excepción de papel molido.

Por favor, tenga en cuenta que estos materiales se ordenan por manos humanas y equipo valioso. Por favor no contamine su reciclaje. Coloque solamente reciclables limpios en su bote. Contaminación pueden aplicarse cargos.



GREEN WASTE: Must Fit Inside Cart

YES PLACE THESE ITEMS IN YOUR GREEN WASTE CART


Brush & prunings


Grass clippings & weeds


Leaves


Garden & house plants


Branches less than 4" in diameter & cut to fit loosely in container


Vines


Sawdust


Small lumber unpainted & untreated

NO DO NOT PLACE THESE ITEMS IN YOUR GREEN WASTE CART


Painted & treated wood


Garbage


Plastic bags


Poison Oak


Rock, brick & concrete


Soil


Plastic buckets & plant pots


Metal of any sort


Pet waste/litter

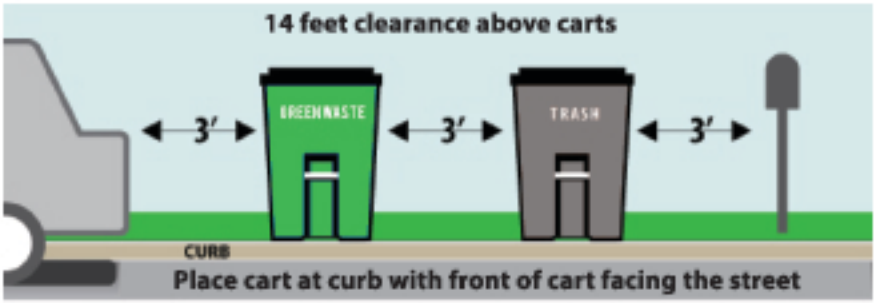

Grease & oils


Hot Ashes


Palm fronds

- Green waste must fit inside cart.
- Green waste and garbage collection are the same day.
- Cart must be at the road's edge to be serviced.
- Material should be loose in the cart, not in plastic bags.

Please be aware that green waste is processed by human hands and valuable equipment. Keep your green waste free of contamination by placing only clean green waste in the green cart. Contamination and overfill fees may be applied.



RESIDUOS DE JARDÍN: Deben Caber en Bote

SÍ COLOQUE ESTOS MATERIALES EN SU BOTE RESIDUOS DE JARDÍN


Recortes de plantas y arbustos


Recortes de césped y hierbas


Hojas


Plantas de la casa y de jardín


Ramas de árbol (menos de 4 pulgadas de diámetro y cortado para caber holgadamente en bote)


Viñas


Aserrín


Madera sin pintar pequeño y no tratada químicamente

NO NO PONGA ESTOS ARTÍCULOS EN SU BOTE DE RESIDUOS DE JARDÍN


Madera pintada o tratada


Basura


Bolsas de plástico


Hiedra Venenosa


Rocas, ladrillos y concreto


Tierra


Macetas y cubetas de plástico


Metal de cualquier tipo


Desechos de animales y arena para gatos


Grasa y aceite


Cenizas calientes


Hojas de palmera

- Desechos de jardín deben caber dentro del bote.
- Recolección de los desechos de jardín y de basura son el mismo día.
- El bote debe estar en el borde de la carretera para ser vaciado.
- Materiales deben estar sueltos en el bote, no en bolsas de plástico.

Tenga en cuenta que los desechos de jardín se transforma en compost. Sólo se aceptan materiales compostables. Por favor no contamine su desecho de jardín. Coloque solamente materiales limpios en su contenedor de desechos de jardín. Contaminación y llene en exceso pueden aplicarse cargos.









Appendix 4

Transition Outreach

December 2011

Your New Trash and Recycling Carts
Please start using them on your first collection day in January 2012.

We welcome you as a customer of C&S Waste Solutions of Lassen County. This letter is provided to answer some frequently asked questions about your new solid waste and recycling service. Please feel free to contact us at (530) 252-1200 or visit us online at www.CandSwaste.com.



Trash – Gray Lid



Recycling – Blue Lid



Greenwaste – Green Lid

Recycling Service – *Weekly Pick-Up (Same Day as Trash Service)*

A recycling guide is included in this packet to provide you with information about what items can be recycled. Similar instructions of acceptable materials are imbedded on the lid of the cart.

Greenwaste Service – *Optional Service/Weekly Pick-Up for $4.89 per month*

Greenwaste service is available to residents of Susanville, Standish, Janesville, Johnstonville, Lake Forest Estates and Litchfield. If you are interested, please contact us at (530) 252-1200 or online at www.CandSwaste.com to download the greenwaste sign-up form to fax back, mail or drop-off.

A few reminders:

- **Collection Days** – *Trash, recycling and greenwaste will all be collected on the same day*

  Your collection day is listed on a separate sheet included in the NEW START packet. Please have carts out by 6:00 a.m. on your collection day.

- **Cart Placement** – *Place carts at the road's edge, 3 feet apart, with the lids positioned to open toward the street*



- Keep them away from obstacles such as cars and mailboxes, as well as overhead obstructions

- **Billing** – ***Billing for trash service will be done monthly or quarterly, in advance***

  Invoices are due and payable within 30 days of the invoice date. Payment can may be made by check, cash, money order, credit card (Visa and MasterCard) or by electronic means at our website www.CandSwaste.com. Customers can mail payments to P.O. Box 360, Susanville, CA 96130 or deliver them to our office at 471-825 Diane Drive, Susanville, CA 96130. For credit card payments over the phone, please call us at (530) 252-1200.

- **Holiday Schedule** – ***Drivers work on all holidays except for:***

Memorial Day	Labor Day	Christmas Day
Fourth of July	Thanksgiving Day	New Years Day

  During these holiday weeks, collection will be one day later. For example, if your regular service day is Monday, your collection will be on Tuesday. All other collections during that week will be one day late, with Friday customers being collected on Saturday. The regular collection schedule resumes after the holiday week.

- **Missed Pick-Ups / Contamination**

  If your garbage was missed because it was not set out for collection, please call our office within 24 hours. In some cases a return trip charge may be applied to your account. If your recycling or greenwaste carts are found to contain garbage, your carts may not be collected.

NEW Services included with Trash Service:

- Christmas Trees – ***Un-flocked trees will be collected for free during the first full week of January. Please place the tree next to your cart on your collection day.***

- Bulky Items & E-Waste Curbside – ***Residential Customers Only – Customers may have 2 bulky and 5 e-waste (TV's, computers, monitors) items collected curbside once per calendar year. Appliances containing Freon will be charged a fee of $25 for Freon removal. Please call to schedule pick-up.***

- Curbside Oil & Filter Collection – ***Residential Customers Only – Please call to schedule pick-up.***

- Split-Body Trucks – ***One truck collects both the trash and recycling during the same stop. Greenwaste will be collected separately, or by a different truck, on the same day.***



Questions and Contact Information

471-825 Diane Dr.
Susanville, CA 96130
P: (530) 252-1200
F: (530) 252-1255

Office Hours: Monday thru Friday, 8am – 5 pm
(Closed Major Holidays)
Email: lasseninfo@candswaste.com
www.CandSwaste.com

Again, we welcome you as a customer and look forward to serving your trash and recycling needs.

C&S Waste Solutions of Lassen County

New Services
Starting January 1, 2012

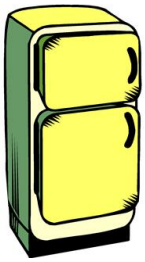
C&S Waste Solutions of Lassen County, your new solid waste and recycling collector beginning in 2012, will offer a range of new and expanded services.



Curbside recycling collection will be made each week on the same day as trash service. You will receive a designated recycling cart for your recyclables.



Motor oil and oil filters will be collected curbside at no charge.



Customers may have up to two bulky items and five electronic waste items collected curbside at no charge once per calendar year.



Unflocked Christmas trees will be collected curbside at no charge during the first full week in January.

Customers in the primary area* can subscribe to curbside greenwaste collection for an additional fee.

*Susanville, Standish, Janesville, Johnstonville, Lake Forest Estates and Litchfield.



"Extra" waste bags will be available for purchase for occasions when all trash won't fit inside your cart.

Look for more information coming your way by mail in October!

C&S Waste Solutions of Lassen County
www.candswaste.com
phone number

Frequently Asked Questions:

- ***Who is the new collector?***
  C&S Waste of Lassen County is a privately owned company whose founders, Dave Carroll and John Shea have been friends since childhood. John's brother, Damon Shea, also shares in the partnership.

  C&S Waste currently operates solid waste and recycling companies in Ukiah, Lake County and Clearlake, as well as Pahrump, Nevada and surrounding communities. All of the partners are excited to begin service in Lassen County and look forward to becoming active members of the community.

- ***Do I need to do anything or take any action to continue trash service?***
  No. If you currently subscribe to service with Lassen Waste Solutions (LWS), we will deliver a trash cart and recycling cart to you in December.

- ***Do I need to do anything to subscribe to weekly greenwaste service?***
  Yes. Customers in Susanville, and much of the area of unincorporated Lassen County, can subscribe to weekly greenwaste services. Greenwaste will be collected the same day as trash. You can subscribe to service by calling us at _____or visit us online at www.candswaste.com.

- ***What about rates?***
  We will include a rate schedule in our next mailing in October.

- ***What about billing?***
  Billing for service will be done quarterly, in advance. Payment can be made by check, cash, money order or credit card (Visa or MasterCard) or by electronic means at our website www.candswaste.com.

- ***What's next?***
  Be on the lookout for more detailed information we will be mailing in October. Cart distribution will begin in December. Our services will start on January 1, 2012. Transition information is also available on our website at www.candswaste.com.

- ***More questions?***
  Feel free to give us a call at our local, toll-free number_____. Our office will be located at _____.
  Visit us online at www.candswaste.com or email us at lasseninfo@candswaste.com.

We are working hard to implement a smooth transition and look forward to serving your needs starting January, 2012!

C&S Waste Solutions of Lassen County
www.candswaste.com
phone number

October 2011

Important Information About Your Commercial Trash and Recycling Services
New Collection Company Starting January 1, 2012

Dear Commercial Customer,

Effective January 1, 2012, C&S Waste Solutions of Lassen County will be the new provider of trash and recycling services in Susanville and a large area of unincorporated Lassen County.

We appreciate your taking a moment to review this material, as it will help assure a smooth transition.

- **Bin Delivery**

  Trash bins and carts will be delivered in December. In cooperation with Lassen Waste Systems (LWS) and Sierra Disposal, we will deliver the same size trash bin that you now use.

- **When to Use New Bins**

  Please begin using your new C&S Waste bins and carts as soon as you receive them. We will coordinate our delivery of bins with the LWS schedule for removal of their bins. ***In the event that you end up with two bins or carts on site, please use the C&S bin.*** If your collection day is being changed, there will be a notice attached to your cart or bin.

- **No Charge for Recycling**

  Recycling bins or carts will be offered at **no charge**. If you currently have a recycling container, the same type and size of container will be delivered. *Collection of recyclables will be made weekly*. All recyclables such as cardboard, paper, paper packaging, tin or aluminum cans, glass food and beverage jars, plastic food containers and rigid plastics (such as buckets, crates and furniture) can be placed in your recycling container.

  We encourage all Lassen County businesses to participate in our recycling program.

- **How to Start Recycling**

  If you do not have a recycling container now and would like to participate, just give us a call at (530) 252-1200. The needs of each customer will be different and we will work with you to determine the appropriate sized container for your business.

- **Collection Days:**

  We will try to maintain your current collection day(s). However, changes may be necessary as we examine the routing efficiency in the community. If there is a change in your service day, we will notify you in advance.

- **Rates**

  A rate schedule for commercial bin and cart service is enclosed.

- **Billing**

  Billing for trash service will be made monthly, in advance. Invoices are due and payable within 30 days of the invoice date. Payment can may be made by check, cash, money order, credit card (Visa and MasterCard) or by electronic means on our website www.CandSwaste.com. Customers can mail payments to P.O. Box 360, Susanville, CA 96130 or deliver them to our office at 471-825 Diane Drive, Susanville, CA 96130. For credit card payments over the phone please call us at (530) 252-1200.

- **Questions and Contact Information**

  Give us a call at (530) 252-1200, Monday thru Friday, between 8 am and 5 pm, or visit us at 471-825 Diane Drive, Susanville, CA 96130. You can also visit us at www.CandSwaste.com.

Thank you for your attention to this important matter. We look forward to serving your trash and recycling needs and becoming an active partner in community affairs.

Sincerely,



Damon Shea
General Manager
C&S Waste Solutions of Lassen County

October 2011

Important Information About Your Residential Trash and Recycling Services
New Collection Company Starting January 1, 2012

Dear Residential Customer,

Effective January 1, 2012, C&S Waste Solutions of Lassen County will be the new provider of trash, recycling and green waste services in Susanville and a large area of unincorporated Lassen County.

We appreciate your taking a moment to review this material as it will help assure a smooth transition, as well as acquaint you with new services we will be providing.

- **Cart Delivery**

  C&S Waste trash carts will be delivered in December. We will deliver the same size trash cart as you now subscribe to with Lassen Waste Systems. A 95-gallon rolling cart with blue lid for recycling will be delivered along with the trash cart.

- **When to Use New Carts**

  Please use your new C&S Waste trash and recycling carts beginning on your first collection day in January.

- **Schedule**

  Most customers will maintain their current collection day**. *However, if there is a change, a notice of your <u>new</u> collection day will be attached to your trash cart when it is delivered.***

- **Important Change in Recycling**

  Recycling will be collected **each week** on the same day as your trash service. We encourage your participation. Information about what can be recycled in your recycle cart (blue lid) will be included in the packet along with your new carts.

- **Optional Green Waste Program**

  Customers in Susanville, Johnstonville, Janesville, Lake Forest Estates, Standish and Litchfield may subscribe to weekly green waste services. Collection will be made weekly on the same day as trash and recycling service. There is an additional fee for this optional service. Customers choosing to participate in this program will be furnished with a 95-gallon rolling cart with a green lid. Green waste includes materials such as lawn clippings, leaves, plant material and small branches 3" or less in diameter and short enough to allow the cart lid to close. You can subscribe to service by calling us at (530) 252-1200 or download the green waste New Start Form on our website at www.CandSwaste.com and fax it back to us at (530) 252-1255.

- **Bulky Item and Electronic Waste Program**

  Bulky items and electronic waste will be collected at no charge once per calendar year for each residential customer. Two (2) "bulky" items such as an appliance or piece of furniture, and up to five (5) electronic items, such as a television, computer, or fax machine will be collected. There will be a freon-removal fee charged for items such as refrigerators, freezers and household air conditioners. *This service must be scheduled in advance by calling (530) 252-1200.*

- **Christmas Tree Collection**

  Christmas trees will be collected at no charge during the first full week in January. Trees must be unflocked and free of all ornaments, lights and stands and placed next to your trash cart on collection day.

- **Curbside Oil and Oil Filter Program**

  Curbside motor oil and oil filters will be collected at no charge. Collection will be made on the same day as trash service. *Customers must call us at least one day prior to the day of collection with notification that oil will be out.* Customers must supply their own sealed clear or translucent containers and filters must be in a clear leak-proof sealed bag. Milk jugs with a screw cap work well for motor oil. Oil and filter containers must be placed next to the trash cart.

- **"Extra" Trash Tags / Bags for "Extra" Trash**

  "Extra" waste tags and bags will be available for purchase for occasional cases when all trash will not fit inside the cart. To purchase tags or bags, customers can call us at (530) 252-1200 or visit our office at 471-825 Diane Drive, Susanville, CA 96130.

- **New Collection Trucks and Method**

  We will utilize a "split body" collection truck for trash and recycling. The same truck will collect both trash and recycling during the same stop. The truck body has a vertical divider in the middle that allows the driver to direct trash to one side and recycling to the other. These trucks have been successfully used in the industry for a number of years. By collecting both materials at one stop, truck trips are reduced and there is less wear-and-tear on streets and roads.

- **Billing**

  Billing for trash services will be made quarterly, in advance. Invoices are due and payable within 30 days of the invoice date. Payment can may be made by check, cash, money order, credit card (Visa and MasterCard) or by electronic means at our website www.CandSwaste.com. Customers can mail payments to P.O. Box 360, Susanville, CA 96130 or deliver them to our office at 471-825 Diane Drive, Susanville, CA 96130. For credit card payments, customers can call us at (530) 252-1200.

- **Special Note to Users of Private Cans**

  Use of privately owned trash cans is being discontinued. If you currently provide your own trash cans, we will deliver a rolling trash cart of the equivalent capacity you currently subscribe to. For example, if you use one (1) private 32-gallon can, we will deliver a 35-gallon rolling cart. If you currently use two (2) private cans, we will deliver a 65-gallon rolling cart. A 95-gallon rolling cart with a blue lid will also be delivered for recyclables. **Customers who do not wish to keep their old personal can(s) can leave them out for our driver to remove at no charge on your first collection day in January. Please leave a note on your old cans that says "Please Take".**

Rates

A rate schedule for residential service is attached.

- ## Questions and Contact Information

  Give us a call at (530) 252-1200, Monday thru Friday, between 8 am and 5 pm, or visit us at 471-825 Diane Drive, Susanville, CA 96130. You can also visit us at www.CandSwaste.com.

Thank you for your attention to this important matter. We look forward to serving your trash and recycling needs, as well as actively participating in the community.

Sincerely,



Damon Shea
General Manager
C&S Waste Solutions of Lassen County

New Services
Starting January 1, 2012

C&S Waste Solutions of Lassen County is pleased to offer the following new services:



Christmas Tree Collection

Unflocked Christmas trees will be collected curbside at no charge during the first full week in January. Please place the tree next to your trash cart on collection day.

Bulky Items and Electronic Waste



Residential customers may have up to two (2) bulky items and up to five (5) electronic waste items collected curbside at no charge once per calendar year. Appliances containing freon (refrigerators, freezers, and air conditioners) will be charged a fee of $25.00 for freon removal.
This service is for residential customers only and not for commercial enterprises. Bulky items include materials such as appliances, furniture, no more than two (2) car or light truck tires and mattresses. Electronic items include items such as televisions, computers, CPU's, printers and fax machines. Residents must call our office at 530-252-1200 to arrange for this service and schedule a collection day.



Curbside Oil and Filters

Residential customers can recycle used motor oil and oil filters at no charge. Oil must be placed in a sealed clear or translucent container (milk jugs with a screw top work well). Oil filters must be placed in a leak proof sealed bag. Oil containers and filter bags must be placed next to the trash cart on collection day. Residents must call our office at 530-252-1200 with notification that oil or filters will be set out. Collection will be made on the same day as trash service. This service is for residential customers only and not for commercial enterprises.

Reduced Trips on Trash Day



Residential customers should be on the lookout for our split-body collection vehicles. These state of the art, low sulfur vehicles have two compartments which allow them to pick-up both garbage and greenewaste in the same trip. That means a 33% decrease in trips through neighborhoods, lower emissions, and less wear and tear on the streets.

Questions?

Feel free to give us a call at 530-252-1200, visit us online at www.CandSwaste.com or email us at lasseninfo@candswaste.com.

LANDFILL





Acceptable Items: Garbage, Biodegradable Bags, Styrofoam, Grease, Oils and Liquids, Pet Waste/ Litter, Diapers, Compostable Utensils, Chip Bags, Frozen Food Bags, Tarps, Hoses and PVC Pipe, Ceramic, Dishware and Glassware, Clothing and Plastic Bags

Not Acceptable: Organic/Green Waste, Recyclables, Paints, Batteries and Electronics, Light Bulbs and Fluorescent Tubes, Household Cleaners/Chemicals and Hazardous Waste

Rethink Waste

RECYCLING





Acceptable Items: Cardboard, Magazines, Newspapers and Paper, Food Boxes, Mail, Aluminum Cans, Tin Cans, Glass Bottles, Jars (Plastic and Glass), Jugs, Plastic Bottles and Caps

Not Acceptable: Organic Waste, Green Waste, Styrofoam Chip Bags, Frozen Food Bags, Hazardous and Toxic Product Containers and Hazardous Waste, Tarps, Hoses and PVC Pipe Biodegradable Plastics, Plastic bags and Shrink Wrap

Empty, Clean & Dry!

COMPOST





Acceptable Items: Food Scraps Coffee Grounds and Filters, Tea Bags, Food Soiled Paper Plates, Cups, Napkins and Paper Towels, Pizza Boxes, Food Soiled Paper, Meat, Poultry, Fish and Bones, Branches, Leaves, Garden and House Plants, Small Unpainted and Untreated Lumber/Wood, Brush and Prunings, Grass Clippings and Weeds

Not Acceptable: Garbage, Recyclables, Biodegradable Bags, Diapers, Compostable Utensils, Rock, Brick, and Concrete, Soil and Hazardous Waste

Compost More, Waste Less.

UKIAH WASTE SOLUTIONS | P.O. Box 60 | Ukiah, CA 95482 | 707-234-6400 | www.CandSwaste.com

YES, PLEASE!
RECYCLE MORE OF THESE

PLASTICS ♳ & ♴

Plastic ♳, Plastic ♴
Look on the container to find the recycling number.
We only accept plastics #1 and #2.



METAL

Aluminum Cans, Tin & Steel Food Cans, Small Scrap Metal, Empty Aerosol Cans (*non-toxic materials only*)
Aluminum Pans/Pie Tins



PAPER

Mixed Paper, Newspaper, Magazines, Flattened Cardboard
Cereal/Food Boxes, Phone Books, Junk Mail



GLASS

Clear & Colored Food & Beverage Jars
& Bottles with Lids Removed



NO WAY! ⊘
THROW THESE THINGS AWAY

PLASTICS ♳, ♴, ♵, ♶ & ♷



CONTAMINATED PAPER

Food soiled paper & cardboard, pizza boxes, milk cartons,
wax/plastic lined paper food containers, envelopes



OTHER ITEMS

Food/Liquids



Garbage



Pet Waste



Dishware



Clothing



DVD/CD



Mixed Materials



Diapers



Biodegradable Bags



Tanglers - Hoses and Cords



Fees may be assessed for contaminations.
Continued contamination may result
in cart removal.

C&S WASTE SOLUTIONS LASSEN COUNTY

Download our mobile APP
Follow us on Social Media
Visit CandSwaste.com

RECYCLING GUIDE

PAPER



YES

- Cardboard
- Office Paper & Stationery
- Boxboard: Shoeboxes, Cereal Boxes
- Junk Mail
- Newspapers & All Inserts
- Egg Cartons
- Magazines & Catalogs
- Phone Books
- Paper Bags
- Paper Back Books *(soft-cover)*
- Paper Packaging
- Shredded Paper *(Place in Clear Plastic Bags)*

NO

- Hard-cover books
- Pizza Boxes
- Waxed Cardboard
- Waxed Paper
- Waxed Milk & Juice Cartons
- Compostable Food Containers
- Photographs
- Blueprint Paper
- Napkins
- Paper Towels
- Tissues
- Disposable Coffee Cups

PLASTICS



YES

Please Check the Recycling Number on Plastic Items

- All CRV Containers (soda & water bottles)
- **Plastic #1** (PET) - Usually water, soft drink, & juice, bottles, mouthwash and salad dressing bottles, peanut butter/jam jars, oven-ready and microwaveable meal trays, detergent and cleaner containers
- **Plastic #2** (HDPE) - Usually plastic grocery bags, opaque milk, water and juice containers, bleach, detergent and shampoo bottles, garbage bags, dishes, cereal box liners

NO

- **Plastic #3** (Polyvinyl chloride) - Shrink wrap, cling wrap, clamshell packaging, plastic toys, table cloths, squeeze bottles, shower curtains, flooring, PVC piping, vinyl siding and mini blinds
- **Plastic #4** (LDPE) - Shopping bags, dry cleaning bags, flexible bottles and lids, bread, newspapers, fresh produce, household garbage, and frozen foods bags
- **Plastic #5** (Polypropylene) - Yogurt, cottage cheese, margarine, syrup, take-out and medicine containers, straws, bottle caps, baby bottles, and animal feed bags
- **Plastic #6** (Polystyrene/Styrofoam) - Styrofoam food containers, egg cartons, take-out food containers, disposable cups and bowls, packing peanuts, disposable cutlery
- **Plastic #7** (Other) - Baby bottles, sippy cups, 3 and 5 gallon water bottles, metal food can liners, juice and ketchup containers, and carbonless paper receipts

METALS



YES

- Aluminum Cans
- Tin & Steel Food Cans
- Small Scrap Metal
- Lids From Jars
- Aluminum Foil & Pie Tins
- Empty Aerosol Cans *(non- toxic materials only)*

NO

- Batteries
- All electronic waste (computers, televisions, radios, phones, small appliances)

OTHER

NO

- Garbage
- Food Contaminated Materials or Food Waste
- Compostable Cutlery & Food Containers
- Waxed Milk Cartons
- Diapers
- Pet Waste
- Mini Blinds
- Medical Waste/Sharps
- Plastic Animal Feed Bags
- CDs, DVDs, Videos, Cassettes
- All Hazardous Waste (motor oil, filters, auto batteries, paints, thinners, pesticides, etc.)

GLASS



YES

- Clear & colored food and beverage jars & bottles with lids removed.

NO

- Window Glass
- Mirrors
- Drinking glasses
- Ceramic mugs
- Light bulbs
- Fluorescent tubes

Please empty all food and liquid from containers. All recyclables must be empty, clean, and dry when put in the cart or bin. Material should be loose in the cart, not in plastic bags (except for shredded paper). All recyclables must fit inside cart or bin. For residential customers with a blue lid cart, collection is made the same day as garbage service.

Download Our *C&S Waste Solutions* APP

GET IT ON Google play | Available on the App Store

Follow Us on Social Media

C&S WASTE SOLUTIONS OF LASSEN COUNTY

471-825 Diane Dr. | P.O. Box 270780 | Susanville, CA 96127 | 530-252-1200 | www.CandSwaste.com

An Important Message from C&S Waste Solutions of Lassen County About a Change in Trash and Recycling Services

Please Watch Your Mailbox!

In July, C&S Waste Solutions of Lassen County will be mailing important information about trash and recycling service changes that will be effective on January 1, 2012.

C&S was chosen earlier this year as the new provider of trash and recycling in Susanville, and a large portion of the unincorporated areas of Lassen County, including Johnstonville, Janesville, Westwood, Clear Creek, Eagle Lake, Standish, Litchfield, Wendel, Milford, Herlong, and Doyle.

If you are a current subscriber to trash service offered by Lassen Waste Solutions or Sierra Disposal, you will receive information in the mail about this change, as well as new services being offered at the beginning of the new year.

Your attention to this will help in assuring a smooth transition.

We look forward to serving the community starting in January of 2012.

Sincerely,

Damon Shea, General Manager
C&S Waste Solutions of Lassen County

SEPTEMBER 2011

An Announcement from C&S Waste of Lassen County
Transition is Progressing……Please Continue to Watch Your Mailbox!

As we hope you know by now, C&S Waste of Lassen County will be the new provider of Trash and Recycling Services in Susanville, (how do we describe Franchise Area?)

We start our services on January 1, 2012.

In July, we mailed some introductory information to current customers of Lassen Waste Solutions. This information provided some background of our company, what can be expected during the transition, and a range of new services that will be available after January 1, 2012.

Please continue to watch your mailbox. A second mailing will be done in October and will contain more specific information about the transition and new services. We appreciate your continued attention to this subject as it will help assure the smoothest transition possible.

If you are currently a customer of Lassen Waste Solutions in Susanville, (list each community?), and did not receive our July mailing, please visit our website at www.candswaste.com. All Lassen transition notices will be posted on the website.

Of course, you can always call us at 530.252.1200 or visit our office at 471-825 Diane Dr. in Susanville.

If you do not currently subscribe to trash and recycling services and would like to start those services in January of 2012, please give us a call or visit our office.

C&S Waste of Lassen County looks forward to serving your needs and being an active partner in the community.

Sincerely,

Damon Shea, General Manager
C&S Waste of Lassen County

NOVEMBER 2011

New Trash and Recycling Carts and Bins Are on Their Way

C&S Waste of Lassen County is preparing to deliver new trash and recycling carts and bins to residents and businesses in Susanville, (how do we describe Franchise Area?)

Delivery of carts and bins will start in December. We will start operations in January 1, 2012.

Information about our services will be included with the delivery of containers. We appreciate the cooperation that we have received during the transition and look forward to serving the community.

- **A reminder to our residential customers:** Recycling will be collected every week on the same day as trash service.

- **A reminder to our commercial customers:** There is no charge for commercial recycling service.

We encourage your participation in our recycling programs. It helps save valuable landfill space and assists the community in meeting state mandates.

Please feel free to contact us at 530.252.1200 if you have any questions, or visit us at www.candswaste.com for transition information.

Sincerely,

Damon Shea, General Manager
C&S Waste of Lassen County



A "THANK YOU" FROM C & S WASTE SOLUTIONS OF LASSEN COUNTY

On April 26th, the Lassen Regional Solid Waste Management Authority (Authority) selected us as the new provider of solid waste and recycling services for Susanville and the surrounding unincorporated areas currently serviced by Lassen Waste Solutions and Intermountain Disposal. Final negotiations have been completed and we have started a number of tasks to assure a smooth transition. Our services will start on January 1, 2012.

We appreciate the confidence shown in us by the Authority and look forward to serving the residents and businesses of Lassen County.

Detailed information about our services and transition activities will be sent to all customers beginning in July.

Our service package includes a number of expanded opportunities for residents and businesses. Principally we have designed our programs to maximize waste diversion and recycling in a manner that is efficient and easy to use.

We are excited to become active members of the community and we value our new partnership with each of you.

Damon Shea, General Manager
C & S Waste of Lassen County

Logo





Appendix 5

Public Education and Outreach

C&S WASTE SOLUTIONS



RESIDENTIAL SERVICES | COMMERCIAL & MULTIFAMILY SERVICES | SPECIAL SERVICES | EDUCATION & OUTREACH | FAQ

To start service, please call us at 775-727-5777 or **send us an email.**

Residential Services

We offer curbside garbage collection within the unincorporated area of Pahrump, Nevada, and the eastern portion of Inyo County, California, including Death Valley. Residential customers are billed quarterly.

Garbage Collection

- Cart: 96 gallon garbage cart (supplied by Pahrump Valley Disposal)
- Frequency: Weekly collection
- Extra Garbage: Call us in advance for collection of extra garbage. Extra garbage must be bagged. An additional fee may be charged. Cardboard moving boxes – if you have a large number of cardboard boxes, break down and bundle together in sizes no larger than 3 ft. by 3 ft. Place next to cart. An additional fee may be charged. Branches -for large quantities of branches, cut to 3 ft. and bundle together. Place next to cart. An additional fee may be charged.

Carts must be placed at curb or road edge by 6:00 a.m. on your collection day. Please position carts to open towards the street and keep them at least three (3) feet apart from additional carts, mailboxes, cars and overhead obstacles. All material must fit inside cart and lid must close. Over-filled carts may not be picked up and/or may result in extra charges.

To Start Service

Residential customers should call 775-727-5777 or visit our office at 1410 E. Mesquite Avenue in Pahrump. An advance payment, a photo ID, and a New Customer Information Form are required for all new services. Download the New Residential Customer Information Form here or fill one out in our office. Forms can be scanned and emailed, faxed, mailed, or returned in person. Our office is open Monday through Friday from 8:00 a.m. to 4:00 p.m. We can be reached by phone at 775-727-5777, and by fax at 775-727-5832.

New Start Form Instructions

• Fill out the form. New Residential Customer Information Form
• Save it to your files.
• Send it to NVInfo@CandSwaste.com as an email attachment.

C&S WASTE SOLUTIONS



CONTACT FORM

Please use the form below and we will be in touch as soon as possible.

Reason for Contact *

- ☐ Start Service
- ☐ Billing Issues
- ☐ Change Service
- ☐ Facilities Inquiry
- ☐ Online Bill Pay
- ☐ Other

Name *

Address *

Street Address

Address Line 2

City

State

ZIP Code

Phone *

Email *

Account Number

Questions/Comments *

SUBMIT

Pahrump Valley Disposal

Recycling Guide



1410 E. Mesquite Ave. • Pahrump, NV 89060 • P: (775) 727-5777 • F: (775) 727-5832 • CandSwaste.com

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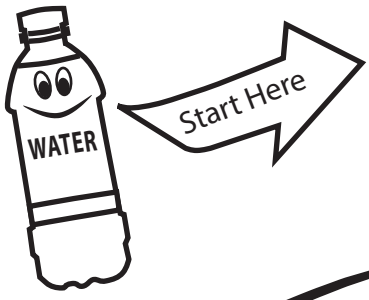
Help the plastic water bottle find its way through the maze.



Start Here

Be sure to go through the recycling center.

Watch it turn into a new T-Shirt.

No Littering

Exit

Recycling Center

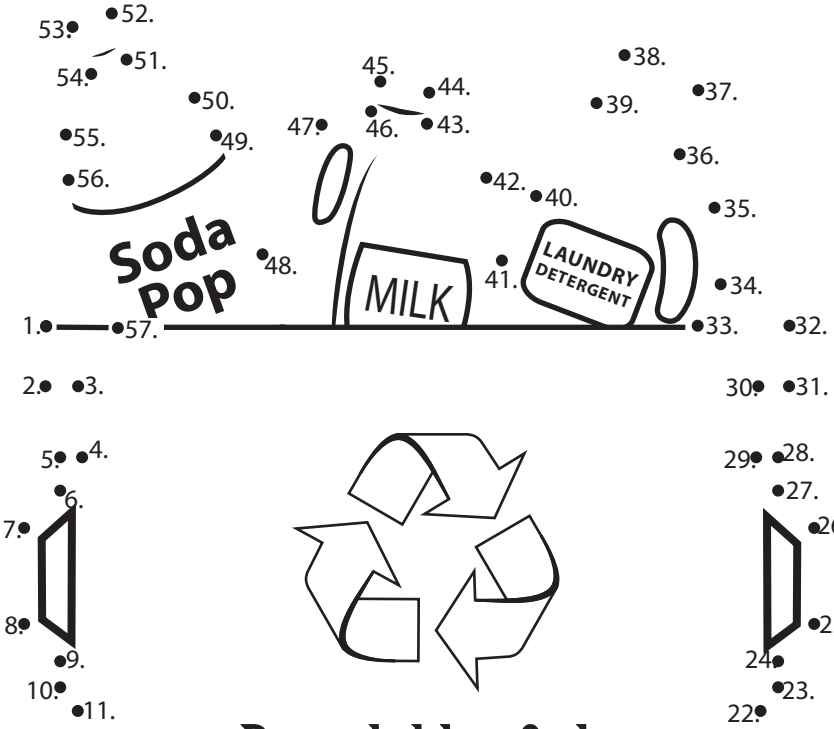
Enter

Landfill

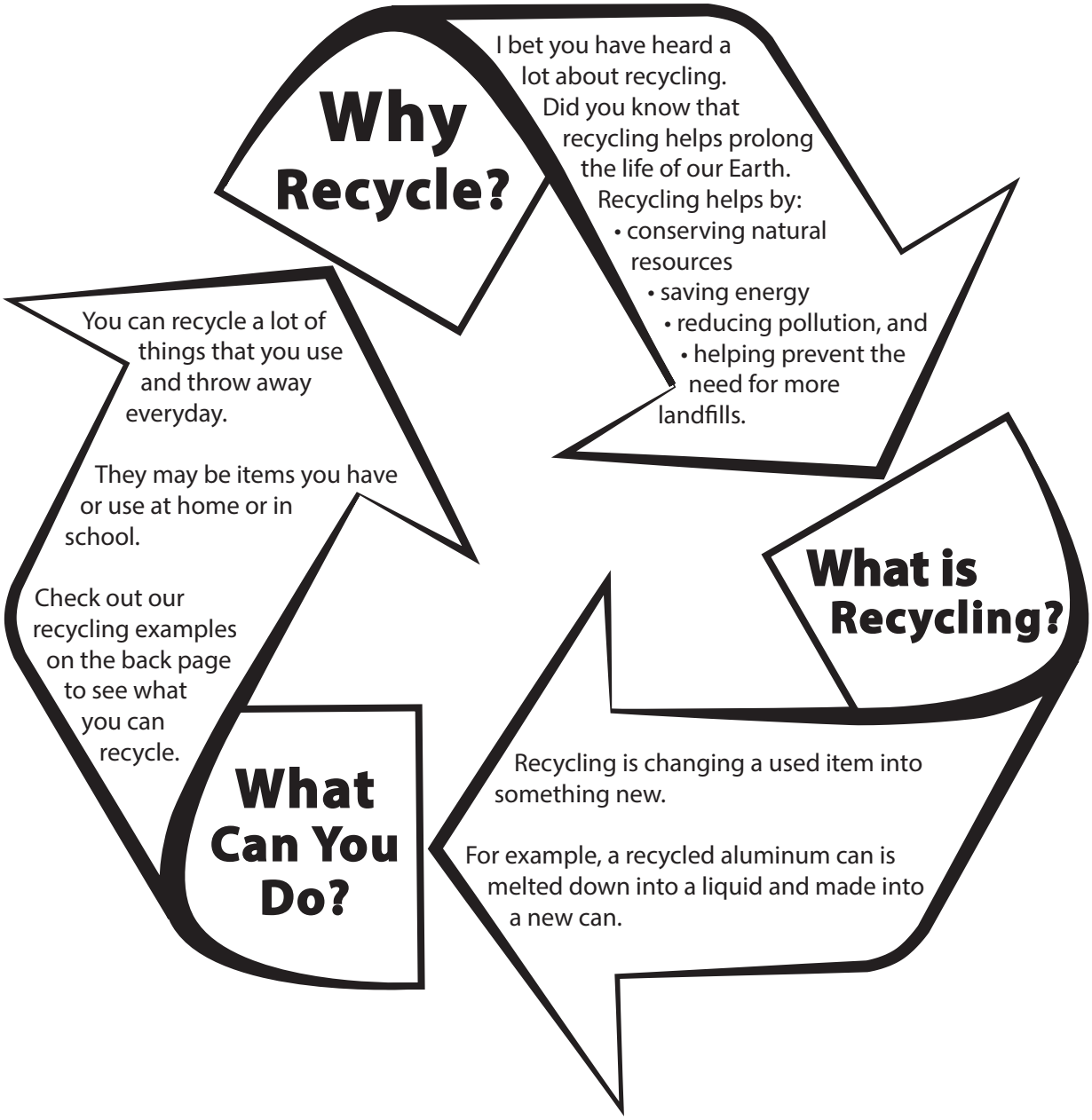
Make sure it does not end up as litter or in the landfill.

End Here





Recyclables Only



Can You Find All of the Hidden Words?

Cans	Plastic
Carts	Recycle
Glass	Reduce
Landfill	Reuse
Paper	Tin

R	E	P	A	P	E	R	P	S
E	L	C	R	L	O	T	E	S
C	G	A	G	E	N	C	T	A
Y	O	N	N	S	U	N	R	L
C	A	S	W	D	O	S	H	G
L	A	R	E	E	F	T	E	I
E	T	R	Z	B	O	I	B	A
N	M	O	T	I	N	R	L	G
D	P	L	A	S	T	I	C	L

Pahrump Valley Disposal makes recycling easy for you.



NEWSPAPER, MAGAZINES
PRINTER & PLAIN PAPER



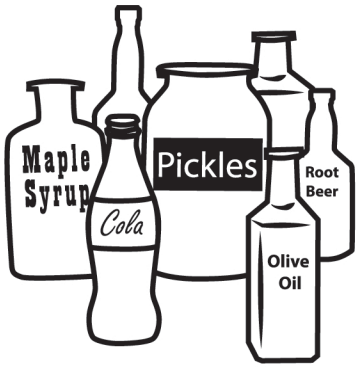
MIXED PLASTICS
1 AND 2 ONLY



CARDBOARD

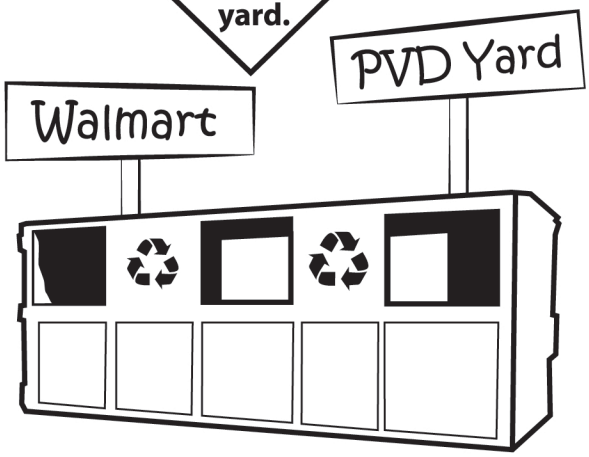


TIN / ALUMINUM CANS
FOIL / METAL



GLASS CONTAINERS

All of these items can go in the Pahrump Valley Disposal recycle box in the Walmart parking lot or at the PVD yard.



SCRAP METAL BUY BACK



Pahrump Valley Disposal pays cash for scrap metal, including appliances, cars, aluminum/tin cans, copper brass and much more. Just bring your metal to our yard.

ELECTRONIC WASTE



Although electronic waste does not go in the recycle box, Pahrump Valley Disposal recycles it for you. Just bring it to our yard.

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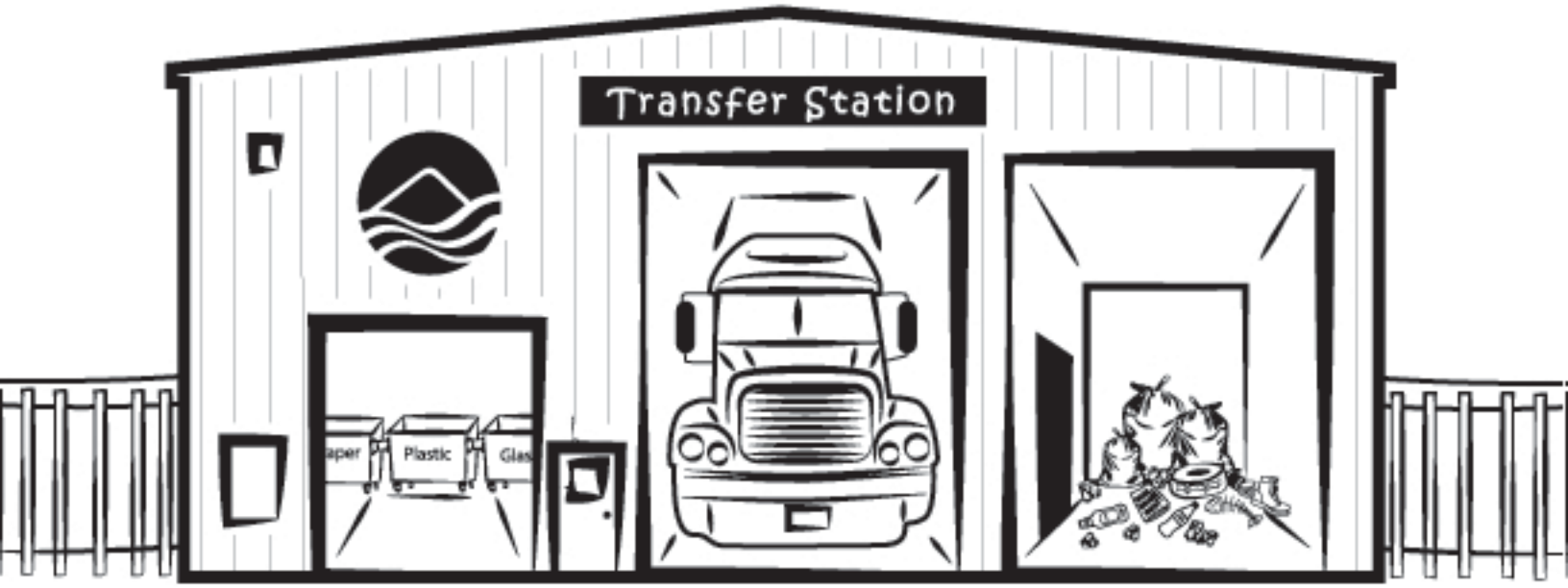
TRI COUNTY TRANSFER & RECYCLING



EMPLOYEES ONLY

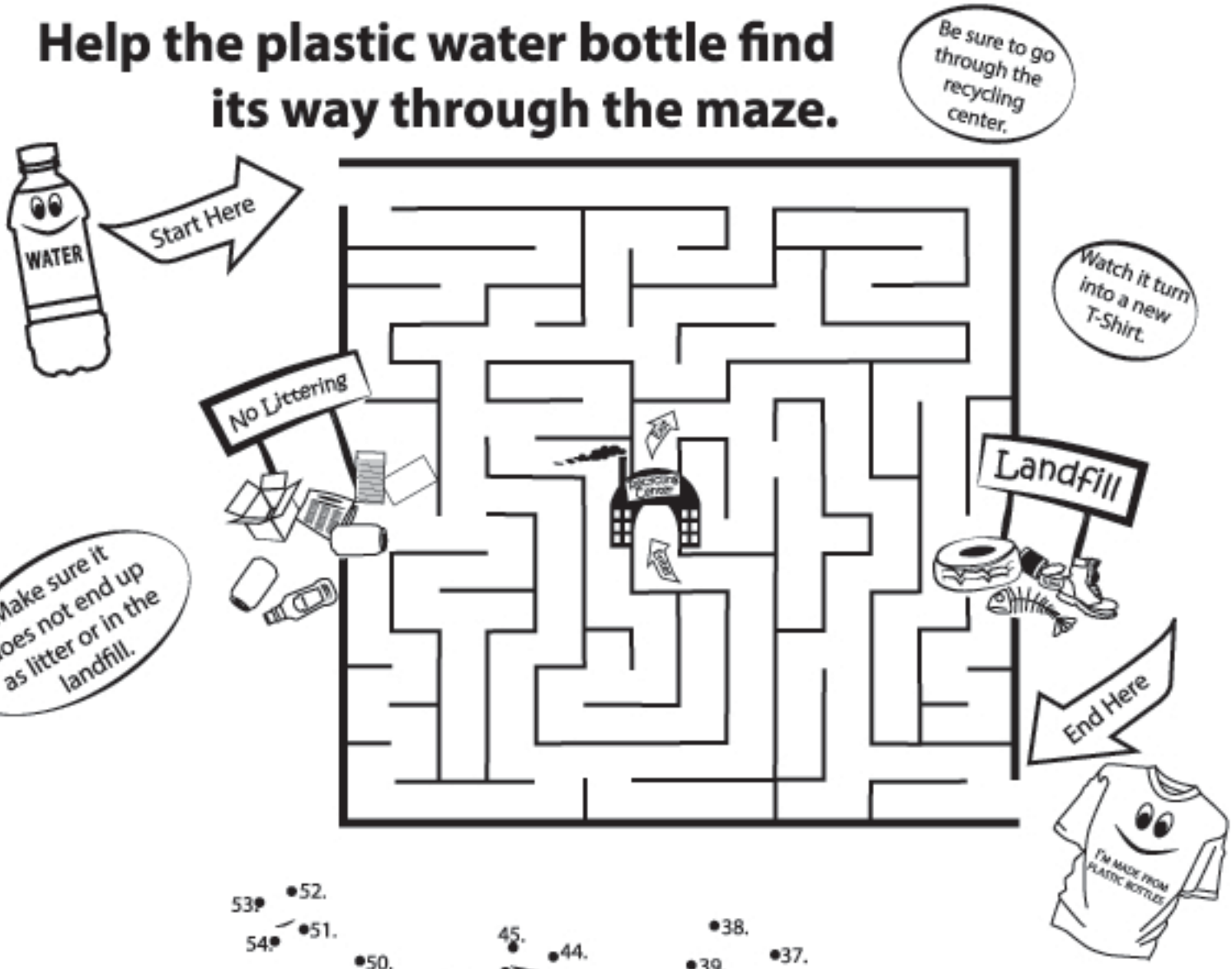
COMMERCIAL VEHICLES

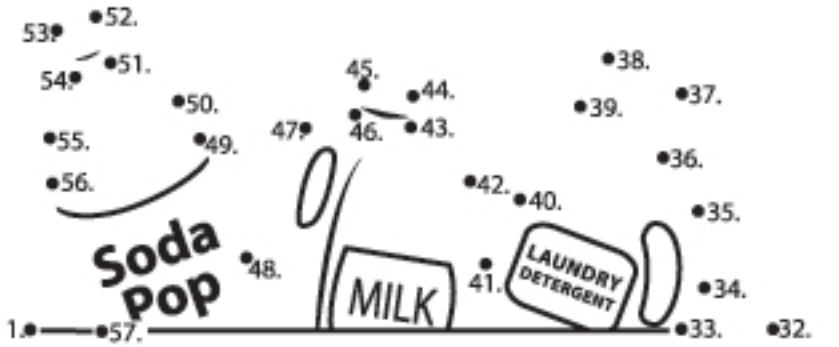
SELF HAULERS





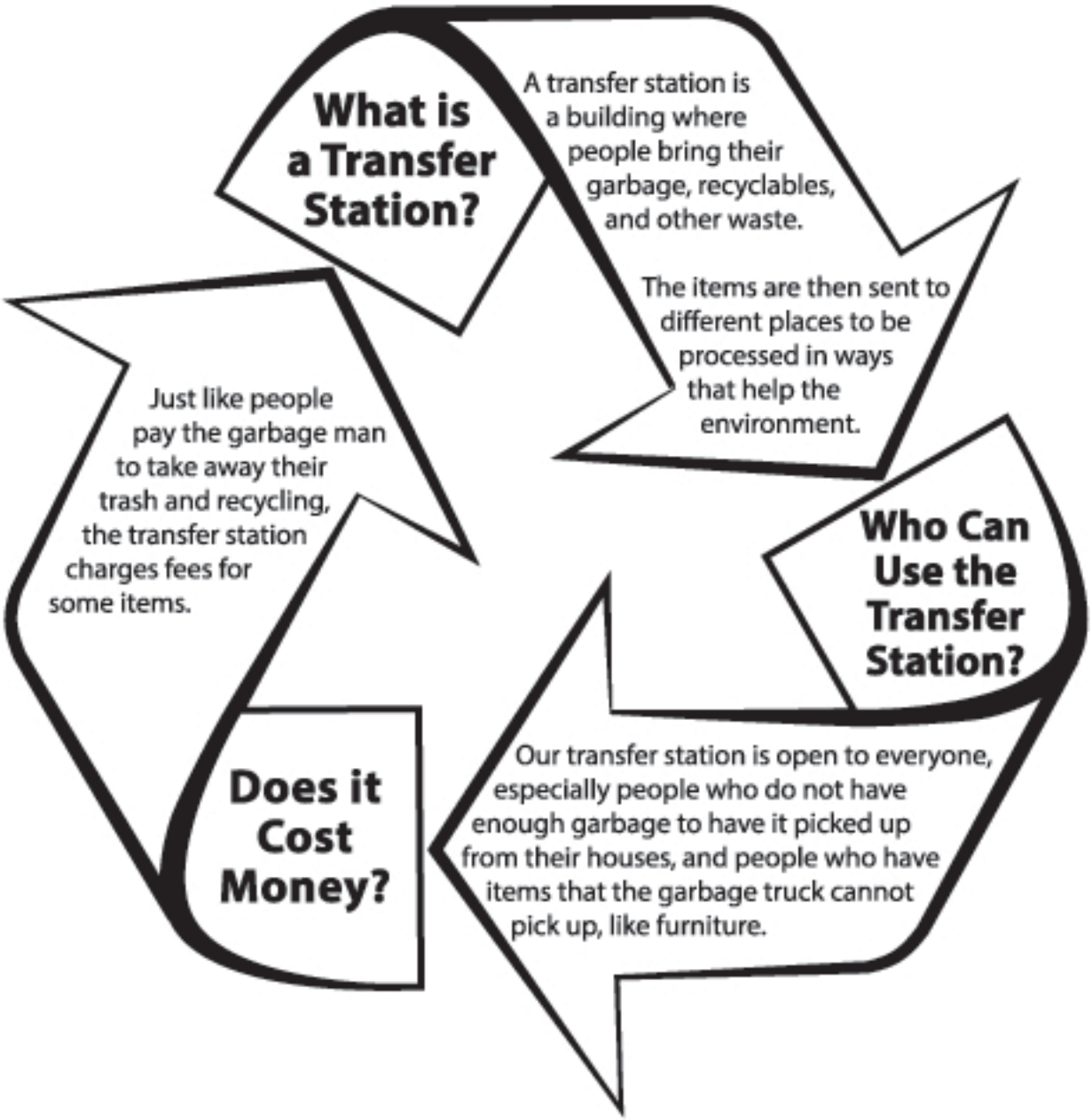
Help the plastic water bottle find its way through the maze.







Recyclables Only



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E	L	C	R	L	O	T	E	S
C	G	A	G	E	N	C	T	A
Y	O	N	N	S	U	N	R	L
C	A	S	W	D	O	S	H	G
L	A	R	E	E	F	T	E	I
E	T	R	Z	B	O	I	B	A
N	M	O	T	I	N	R	L	G
D	P	L	A	S	T	I	C	L

Lake County Waste Solutions Transfer Station & Recycling Center accepts all of these items.



GARBAGE



TIRES



ELECTRONIC WASTE



GREEN WASTE
GRASS / BRANCHES / LEAVES



CONSTRUCTION &
DEMOLITION DEBRIS



FURNITURE



UNTREATED WOOD/
TREE STUMPS



SCRAP METAL / APPLIANCES



RECYCLABLES

UKIAH SCHOOLS RECYCLE

Ukiah Waste Solutions is very pleased to provide your recycling and solid waste collection. We are available to help you improve your on-campus recycling program. Give us a call at 707-234-6400 and let us make recycling easy for you.

GET STARTED

WE CAN HELP YOU START AN ON-CAMPUS RECYCLING PROGRAM FOR EVERYDAY ITEMS & FOOD WASTE



Waste Assessments – We will visit your school and help you identify ways to reduce waste and increase recycling, lowering disposal costs and increasing regulatory compliance.

Campus Set-Up – We will help you determine the most effective types of recycle bins and the appropriate locations for them, and we can provide signage to help faculty, students, and staff learn what goes where.

GET EDUCATED

WE OFFER A VARIETY OF OPTIONS TO ASSIST YOU WITH EDUCATING EVERYONE AT YOUR SCHOOL



Presentations & Classes – We are able to make presentations and conduct educational classes for the entire student body, individual classrooms, school clubs, and more.

MRF Tours – We offer free tours of our Materials Recycling Facility (MRF) where students, faculty, and staff are able to see how the recyclables they have collected are sorted and processed.

Food Service Staff Training – We provide hands-on training to the food service staff so they may properly recycle food scraps and/or compost.

Custodial Staff Training – We work with the custodial staff members and demonstrate how to manage the recyclables without increasing their workload.

Curriculum Resources – We have a list of resources for schools who want to provide additional instruction about landfill diversion, recycling, and composting.

GET MOTIVATED

Grants & Awards – We can inform you about opportunities for school recycling and waste reduction grants. Awards for excellence in recycling/waste reduction may be granted by State agencies and others.

UNDER CONSTRUCTION?

We also offer construction and demolition (C&D) documentation to help you comply with your project's Waste Management Plan, LEED standards, and local Building Code.

thinking ahead.

Reduce Waste at School

Follow These Tips to Help Protect the Environment Every Day at School

Pack a Waste-Free Lunch

GO REUSABLE

The following reusable items are great for reducing waste in your daily lunch:

- Lunch boxes
- Lunch bags
- Containers for your food items
- Utensils – forks and spoons
- Drink bottles
- Thermoses
- Cloth napkins
- Paper Bags (reuse them before recycling)









RECYCLE

Make sure to recycle the items that you can, such as:

- Aluminum cans
- Glass bottles
- Paper bags
- Plastic containers and bottles
- Juice boxes and milk cartons





MEAL QUANTITY

Make sure to bring just the right amount of food or take home what you do not eat instead of throwing it away.



ITEMS TO AVOID

Avoid these items if you can:

- Plastic sandwich bags
- Cling wrap
- Foil
- Disposable bottles
- Disposable bags
- Disposable cartons
- Pre-packaged food items
- Single-serve packaged food items
- Styrofoam cups and food containers
- Paper napkins
- Straws















PAHRUMP VALLEY DISPOSAL

(775) 727-5777

1410 E. Mesquite Ave. | P.O. Box 1310 | Pahrump, NV 89041

www.CandSwaste.com

Reduce Waste at School

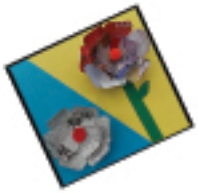
Follow These Tips to Help Protect the Environment Every Day at School

Reuse Paper in the Classroom

There are many ways you can reuse paper and use less overall in your classroom.

- Always use both sides of your notebook paper when taking notes.
- Print double-sided when you print from a computer.
- Instead of tossing paper that has already been used on one side only into the recycle bin, save it and use it for scratch paper.
- Reuse paper for arts and crafts projects like paper mache, paper beads, and homemade recycled paper.
- Use paper and school supplies made from recyclable materials.
- Ask your teacher to use a projector or blackboard to help reduce the amount of handouts used in class, or suggest your teacher post handouts on a website that all student can access.
- Ask your teacher if you and your classmates can turn in homework on the back of used paper or via email.
- Use paper towels only when necessary.
- Encourage your custodians and teachers to use sponges, rags, erasers, or reusable towels to clean.







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YES, PLEASE!
RECYCLE MORE OF THESE

PLASTICS 1 & 2

Plastic 1, Plastic 2
Look on the container to find the recycling number.
We only accept plastics #1 and #2.



METAL

Aluminum Cans, Tin & Steel Food Cans, Small Scrap Metal, Empty Aerosol Cans (*non-toxic materials only*)
Aluminum Pans/Pie Tins



PAPER

Mixed Paper, Newspaper, Magazines, Flattened Cardboard
Cereal/Food Boxes, Phone Books, Junk Mail



GLASS

Clear & Colored Food & Beverage Jars
& Bottles with Lids Removed



NO WAY!
THROW THESE THINGS AWAY

PLASTICS 3, 4, 5, 6 & 7



CONTAMINATED PAPER

Food soiled paper & cardboard, pizza boxes, milk cartons,
wax/plastic lined paper food containers, envelopes



OTHER ITEMS

Food/Liquids



Garbage



Pet Waste



Dishware



Clothing



DVD/CD



Mixed Materials



Diapers



Biodegradable Bags



Tanglers - Hoses and Cords



Please do not contaminate the recycle boxes with trash. Call our office if you have questions about recyclable items.

Pahrump Valley Disposal
(775) 727-5777 | CandSwaste.com
1410 E. Mesquite Ave., Pahrump

Recycling at Work

In California, Assembly Bill AB 341 requires businesses that generate four (4) or more cubic yards of garbage per week to recycle. This can be done by subscribing to recycling collection service (which is free if you have garbage service) or self-hauling recyclables to a recycle center.

Starting a Recycling Program

1. Arrange for adequate collection service of recyclables. Our customer service representative will help you determine what size and how many containers you may need.
2. Provide recycling containers for internal use. Pair all internal garbage containers with recycling containers. Place prominent decals on containers to clearly identify them separately from trash receptacles.
3. Provide all employees with recycling information. Educate employees at staff meetings or in a company memo or email, and include a recycling guide for each employee. Post recycling guides in common areas such as the lunch room, meeting rooms and offices.

Tips for Success

- Color-code containers: black or grey for garbage and blue for recyclables.
- Post prominent signs near all garbage and recycling containers.
- Communicate with janitorial staff to make sure they understand the program and what is expected of them.
- If liners must be used in recycling containers, use clear liners.
- Set aside extra space for cardboard recycling if needed. Flatten boxes to maximize space in recycling containers.
- Monitor and prevent contamination. Check the recycling containers for garbage and the garbage bins for recyclables. Ask janitors to report improperly sorted materials. Remind employees if problems persist.
- Reward success! If recycling results in a smaller garbage bill, use part of the savings to reward employees with a celebration, gift certificate, or a contribution to a local charity of their choice.



Free Drop-Off

TAKE RECYCLABLES AND OTHER MATERIALS TO:

- **Lake County Waste Solutions Transfer Station**
  230 Soda Bay Road, Lakeport
  (707) 234-6400
  Mon - Sat: 7:30 am - 4:00 pm
- **South Lake Refuse & Recycling Buy Back Center**
  16015 Davis Avenue, Clearlake
  (707) 994-8613
  7 Days: 7:30 am - 3:00 pm

Visit the websites below for information about the types of materials that can be disposed of at these facilities.

Hard-to-Recycle Materials

- Electronics: See the two free drop-off locations mentioned above for items such as TVs, monitors, computers, cell phones, and stereos.
- Household Hazardous Wastes (HHW): HHW encompasses a wide range of materials such as paint, pesticides, cleaners, fluorescent light bulbs, batteries or any product that contains potentially harmful or dangerous chemicals. These products should never be poured down the drain or put in the trash or recycling. Visit http://www.recycling.co.lake.ca.us/HazMobile.htm for information about where to properly dispose of HHW.

More on Recycling

www.candswaste.com

http://www.recycling.co.lake.ca.us/

http://www.calrecycle.ca.gov/

For a free waste assessment or more information please contact Clearlake Waste Solutions at (707) 234-6400.

Follow us on Facebook:
C&S WASTE SOLUTIONS
LAKE COUNTY PUBLIC SERVICES

Recycling at Your Apartment Complex

In California, Assembly Bill AB 341 requires multi-family residential properties with five (5) or more units to recycle. This can be done by subscribing to recycling collection service (which is free of charge if you have garbage collection service) or self-hauling recyclables to a recycle center.

Convenience

- Make recycling as convenient as taking out the garbage. Provide containers for recyclables at the same location where garbage cans or dumpsters are kept.
- Place recycling containers in common areas such as the mail area and laundry room.
- Provide each unit with a small container for collecting recyclables in the home and to take to the recycling bin for emptying.

Capacity

- Garbage containers must be large enough to hold all of the trash generated on site. When trash containers are full, garbage often gets put in recycling containers, which can result in contamination fees.
- Cardboard: If your complex generates a lot of cardboard, advise residents to flatten cardboard boxes to maximize dumpster capacity.

Labels & Signage

- Post prominent signs on or near the garbage and recycling containers, clearly indicating which containers are used for garbage and which for recycling. Signs should clearly communicate what goes into the recycling containers.
- Post recycling guides in laundry rooms, common areas and community rooms.

Education

- Provide tenants with information on a regular basis describing where garbage and recycling containers are located and how to use them. This can be done by simply providing each tenant with a recycling guide each quarter.
- Provide recycling information to tenants at time of move-in and prior to move out.



Free Drop-Off

TAKE RECYCLABLES AND OTHER MATERIALS TO:

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- **South Lake Refuse & Recycling Buy Back Center**
  16015 Davis Avenue, Clearlake
  (707) 994-8613
  7 Days: 7:30 am - 3:00 pm

Visit the websites below for more information on materials that can be disposed of at these facilities. Providing this information to tenants can help reduce excessive trash in the disposal area.

Hard-to-Recycle Materials

- Bulky waste: Tenant moves may generate large amounts of bulky goods (furniture, appliances and mattresses) and other reusable items. Several local non-profits and charities will accept these items and may even pick them up. Provide a list of local thrift stores to tenants who are moving out.
- Electronics: See the two free drop-off locations mentioned above for items such as TVs, monitors, computers, cell phones, and stereos.
- Household Hazardous Wastes (HHW): HHW encompasses a wide range of materials such as paint, pesticides, cleaners, fluorescent light bulbs, batteries or any product that contains potentially harmful or dangerous chemicals. These products should never be poured down the drain or put in the trash or recycling. Visit http://www.recycling.co.lake.ca.us/HazMobile.htm for information about proper disposal of HHW.

Reuse Ideas

- Share tables: Some complexes set up "share tables" in a community room where people can contribute unwanted goods and exchange them for others. Share tables should be regularly monitored by a volunteer or staff person.
- Apartment-wide garage sale: Some apartment complexes have found that hosting a swap meet at the apartment complex is a great way to exchange unwanted items.

More on Recycling

www.candswaste.com
http://www.recycling.co.lake.ca.us/
http://www.calrecycle.ca.gov/

For a free waste assessment or more information please contact Lake County Waste Solutions at (707) 234-6400.

HOW MUCH GARBAGE WILL EACH SIZE CART HOLD?

95 Gallons

Fits seven to eight kitchen-sized trash bags per week.

For larger households.



65 Gallons

Fits four to five kitchen-sized trash bags per week.

For mid-sized households.



35 Gallons

Fits two to three kitchen-sized trash bags per week.

For smaller households.



EXTRA TRASH

Customers with extra garbage bags (bags that will not fit in the cart and prevent the lid from closing), should place them NEXT to their cart and contact the office BEFORE their service day to schedule removal. Extra charges may apply.

If your garbage volumes change, we can adjust your service accordingly. A quick service adjustment will allow you to keep up with your garbage demands as well as help you avoid any additional fees.

Bag Tags are also available for purchase. If you know you'll have a few extra bags, but you're not sure when; purchase our bag tags. Simply secure a tag on each kitchen-size trash bag you need removed.

C&S WASTE SOLUTIONS OF LASSEN COUNTY | (530) 252-1200

471-825 Diane Drive | P.O. Box 270780 | Susanville, CA 96127 | www.CandSwaste.com

Pro Tip


Social distance us three (3) feet apart when placing us at the curb!

RECYCLING

All Items Empty, Clean, & Dry

Loose, Not in Plastic Bags *(except for shredded paper)*

YES PLACE THESE ITEMS IN THE BLUE RECYCLE BIN


Plastic bottles, jugs & tubs plastic containers 1 - 7


Phone & paperback books


Rigid plastics, buckets & plant pots


Aluminum cans & foil, tin & metal containers


Aerosol cans - **EMPTY ONLY!** (non-hazardous materials only)


Milk, juice & soup cartons


Mail, mixed paper, catalogs & magazines


Chipboard, cardboard egg cartons, cereal & frozen food boxes


Shredded paper (place in clear plastic bag)




Newspaper & inserts


Scrap metal & pots & pans (no sharp objects)


Corrugated cardboard (flattened)


Glass food & beverage containers

NO DO NOT PLACE THESE ITEMS IN THE BLUE BIN


Food & wet waste, soiled paper plates & napkins


Light bulbs & fluorescent tubes


Frozen food bags


Ceramics, dishware & glassware


Batteries & electronics


Hazardous & toxic product containers


Chip Bags


Pizza boxes & waxed cardboard & paper


Tarps, hoses & PVC pipe


Styrofoam containers, packing material & peanuts

Biodegradable plastics • Blueprint paper • Broken glass • Car parts • Carpet • Cellophane • Clothing • Construction debris • Cooking oil • CDs • DVDs • Diapers • Foil wrapping paper • Hangers • Hard-cover books • Mirrors • Paper cups • Pet Waste • Photographs • Picture Frames • Plastic bags & shrink wrap • Straws • Syringes • Tissue • Toys • Tires • Trash • Videos • Windows • Wood

LakeCountyRecycles.com
Lake County Waste Solutions
1-888-718-4888
www.CardSwaste.com

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GOT MORE RECYCLING THAN WILL FIT IN THE BIN?

Recycling drop off is free at charge at these locations:

- **Lake County Transfer Station,** 230 Soda Bay Road, Lakeport, open Mon. – Sat. 7:30 am – 4:00 pm, (707) 234-6400.
- **South Lake Refuse and Recycling Drop Off Center,** 16015 Davis Street, Clearlake, open 7 days a week: 7:30 am – (707) 994-8613.

RECICLAJE

Todos los Reciclables Vacíos, Limpios, y Secos.

Suelto, no en bolsas de plástico, con excepción de papel molido.

Sí COLOQUE ESTOS ARTÍCULOS EN EL RECICLAJE



Botellas, jarras y tinas de plástico, contenedores de plastic # 1-7



Guías telefónicas, libros en rústica



Plástico rígido, cubetas y macetas



Latas y papel de aluminio, contenedores de metal



Latas de aerosol ¡SOLAMENTE VACÍO Y SIN PRESIÓN! (materiales no peligrosos)



Cartones de leche, cajas de jugo y sopa



Correo, papel mixto, catálogos y revistas



Cajas de huevos de cartón, cajas de cereal y alimentos congelados



Trozos de metal, ollas y sartenes (no objetos afilados)



Papel molido (coloque en una bolsa de plástico transparente)



Envases de vidrio para bebidas y alimentos



Periódicos y insertos



Cartón (aplanado)

NO NO PONGA ESTOS ARTÍCULOS EN EL RECICLAJE



Desperdicios de comida, residuos líquidos, platos de papel sucio y servilletas sucias



Bombillas y lámparas fluorescentes



Bolsas de alimentos congelados



Cerámica, vajilla y cristalería



Pilas y electrónica



Envases de productos peligrosos y tóxicos



Bolsas de papitas



Cajas de pizza, cartón y papel encerado



Lonas, mangueras y tubos de PVC



Empaque y envases de espuma de poliestireno

Plásticos Biodegradables • Papel de Blueprint • Vidrio roto • Piezas de coches • Alfombra • Celofán • Ropa • Desechos de construcción • Aceite de cocina CDs • DVDs • Pañales • Papel para regalo laminado • Perchas • Libros de tapa dura • Espejos • Tazas de papel • Desechos de animales • Fotografías Marcos de fotos • Bolsas de plástico y film transparente • Popotes • Jeringas • Tejido • Juguetes • Llantas • Basura • Cintas de videos • Ventanas • Madera

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¿TIENE MÁS RECICLAJE DEL QUE CABE EN EL CONTENEDOR?

La entrega de reciclaje es gratuita en estos lugares:

- Estación de transferencia del condado de Lake, 230 Soda Bay Road, Lakeport, abierto los lunes. - Se sentó. 7:30 am - 4:00 pm, (707) 234-6400.
- Centro de entrega de basura y reciclaje de South Lake, 16015 Davis Street, Clearlake, abierto los 7 días de la semana: de 7:30 am a 3:00 pm, (707) 994-8613.

MIXED ORGANIC WASTE: Must Fit Inside Cart

YES PLACE THESE ITEMS IN YOUR GREEN CART


Food Scraps


Coffee grounds & filters


Branches less than 4" in diameter & cut to fit loosely in container


Garden & house plants


Meat, poultry, fish & bones


Food soiled paper plates, cups, napkins & paper towels


Food soiled paper


Leaves


Small lumber unpainted & untreated


Pizza boxes


Brush & prunings


Grass clippings & weeds

NO DO NOT PLACE THESE ITEMS IN YOUR GREEN CART


Garbage


Biodegradable bags


Plastic bags, buckets & pots


Poison Oak


Diapers


Painted & treated wood


Styrofoam


Metal of any sort


Soiled tissue (Kleenex) & toilet paper


Compostable utensils


Rock, brick & concrete


Grease, oils, & liquids


Pet waste/litter

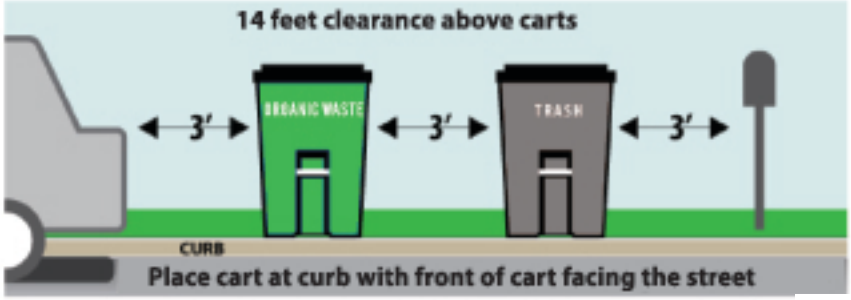

Hot Ashes


Soil

NO plastics of any kind, no liquids, no glass & no Hazardous Waste.

- Mixed organic waste must fit inside cart and lid must close.
- Mixed organic waste and garbage collection are the same day.
- Cart must be within 3 feet of the street to be serviced.
- Material should be loose in the cart, not in plastic bags.

Please be aware that mixed organic waste is processed into compost. Only compostable materials are accepted. Keep your green cart free of contamination by placing only clean mixed organic waste in the green cart. Contamination and overfill fees may be applied.



RESIDUOS ORGÁNICOS MIXTOS: Deben Caber en Bote

SÍ COLOQUE ESTOS MATERIALES EN SU BOTE RESIDUOS ORGÁNICOS MIXTOS


Desperdicios de comida


Cajas de pizza, cartón y papel encerado


Ramas de árbol (menos de 4 pulgadas de diámetro y cortado para caber holgadamente en bote)


Hojas


Plantas de la casa y de jardín


Platos de papel sucios, servilletas sucias, tazas y toallas de papel sucias


Carne de vaca, carne de ave, espinas de pescado y huesos


Granos de café y filtros


Papel manchado de comida


Recortes de plantas y arbustos


Madera sin pintar pequeño y no tratada químicamente


Recortes de césped y hierbas

NO NO PONGA ESTOS ARTÍCULOS EN SU BOTE DE RESIDUOS ORGÁNICOS MIXTOS


Basura


Plásticos Biodegradables


Bolsas de plástico, macetas y cubetas de plástico


Hiedra Venenosa


Pañales


Madera pintada o tratada


Empaque y envases de espuma de poliestireno


Metal de cualquier tipo


El tejido sucio (Kleenex) & papel higienico


Utensilios de compostaje


Rocas, ladrillos y concreto


Desechos de animales y arena para gatos


Cenizas calientes


Grasa y aceite


Tierra

NO plásticos de ningún tipo, sin líquidos, sin vidrio y sin residuos peligrosos.

Residuos orgánicos mixtos deben caber dentro del bote y la tapa deben cerrar. Recolección de residuos orgánicos mixtos y de basura son el mismo día. El bote debe estar dentro de 3 pies de la calle para ser vaciados. Residuos orgánicos mixtos deben estar sueltos en el bote, no en bolsas de plástico, con excepción de papel molido.

Tenga en cuenta que los desechos orgánicos mezclados se transforman en compost. Sólo se aceptan materiales compostables. Mantenga su carro verde libre de contaminación colocando solamente residuos orgánicos mezclados limpios en el carro verde. Pueden aplicarse cargos por contaminación y sobrellenado.

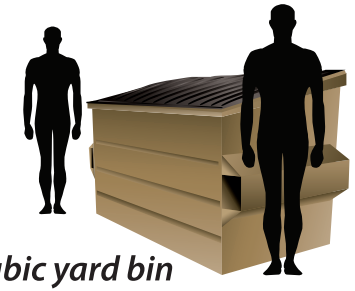


TEMPORARY BIN & BOX RENTALS

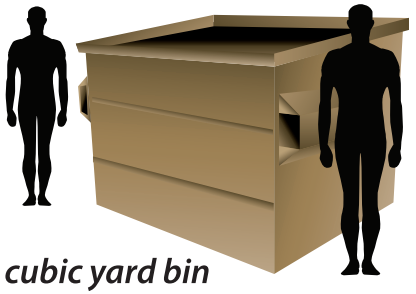
DIY PROJECTS | REMODELING | CONSTRUCTION

Temporary Bins

3 and 6 cubic yard temporary clean-up bins are available for small household clean-ups, do-it-yourself projects, and small renovations.



3 cubic yard bin



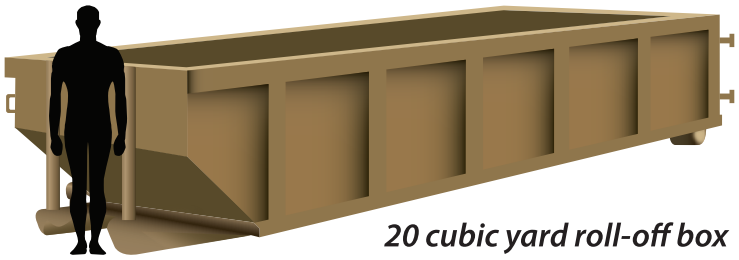
6 cubic yard bin

(775) 727-5777

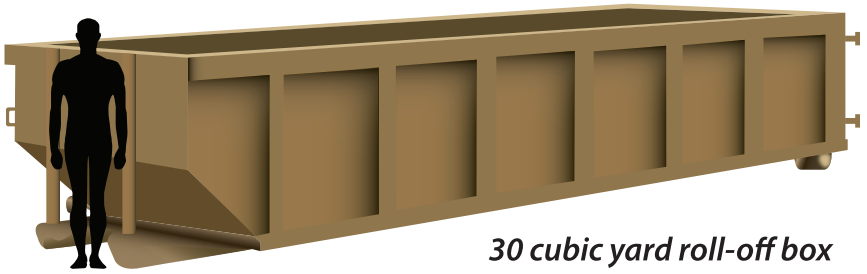
Roll-Off Boxes

20 and 30 cubic yard roll-off boxes are available for remodel, landscape tear outs, large clean-ups or construction and demolition* (C&D) projects.

**Rates for Commercial customer C&D roll-off boxes include a County Landfill fee.*



20 cubic yard roll-off box



30 cubic yard roll-off box

PAHRUMP VALLEY DISPOSAL | 1410 E. Mesquite Ave. | www.CandSwaste.com

PAHRUMP VALLEY DISPOSAL

1410 E. Mesquite Ave. | (775) 727-5777 | www.CandSwaste.com

ADDITIONAL SERVICES



PORTABLE TOILETS

Standard restrooms, executive units, trailer units, ADA accessible units, free-standing sinks/ hand-washing stations, hand sanitizer stations, and holding tanks

SEPTIC TANK & GREASE TRAP PUMPING

www.JoesSanitation.com

STORAGE CONTAINERS

Lockable storage container rentals. Three sizes available: 8' x 20' (approx. 47 cu. yd.), 8' x 24' (approx. 56 cu. yd.), and 8' x 26' (approx. 61 cu. yd.)





METAL RECYCLING

We buy all types of metals: Aluminum, Brass, Copper, Iron, Lead, Stainless Steel, Tin, Junk Cars, Car Batteries, Radiators, Aluminum Cans, Appliances, Insulated Copper Wire, and More.

On site scrap metal removal, bins, boxes, and trailers available.

BIN CONTAINER SIZES

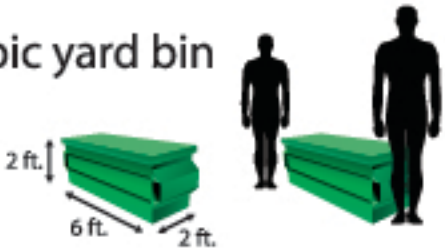
All sizes are approximate

Bin Sizes



Drawings use a 6 ft. tall human for approximate reference only.

1 cubic yard bin



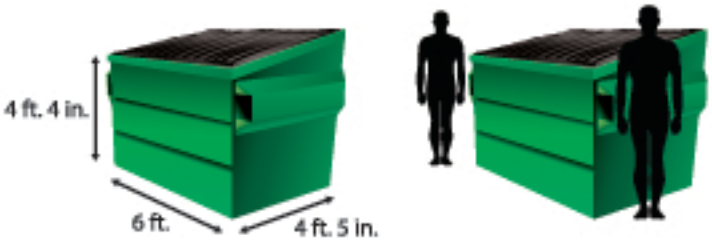
2 cubic yard bin



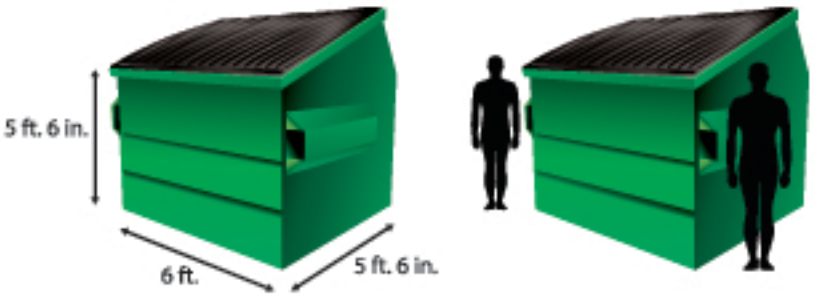
3 cubic yard bin



4 cubic yard bin



6 cubic yard bin

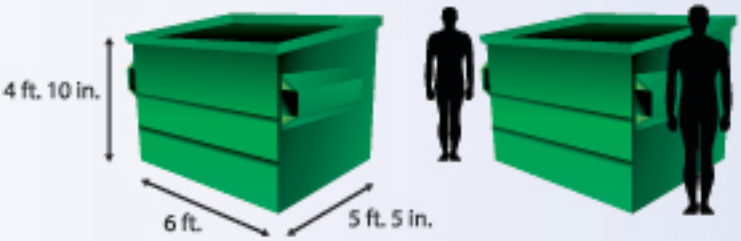


Temporary Bin Sizes

3 cubic yard bin



6 cubic yard bin



C&S WASTE SOLUTIONS OF LASSEN COUNTY

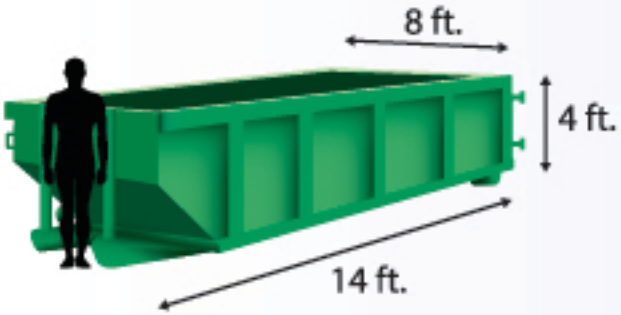
(530) 252-1200

471-825 Diane Drive | P.O. Box 270780 | Susanville, CA 96127

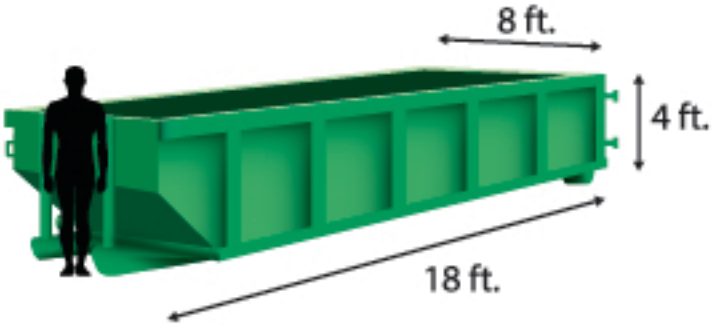
www.CandSwaste.com

ROLL-OFF CONTAINER SIZES

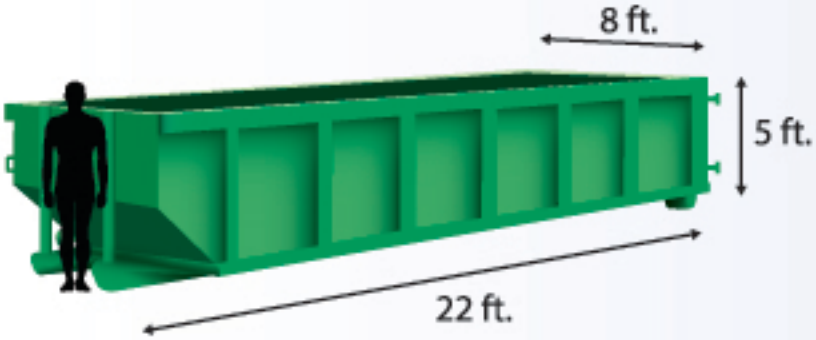
All sizes are approximate



15 yard



20 yard



30 yard

C&S WASTE SOLUTIONS OF LASSEN COUNTY

(530) 252-1200

471-825 Diane Drive | P.O. Box 270780 | Susanville, CA 96127

www.CandSwaste.com

BULKY ITEM COLLECTION

Bulky items such as furniture and appliances, or items that will not fit in your garbage cart, can be collected separately from regular garbage service.

There is a fee for this service.

PAHRUMP VALLEY DISPOSAL

775-727-5777

Call to schedule a pick up.







What exactly is a "bulky item?"

Bulky Items are items that are too large or too heavy to put into the curbside container or trash bag. Examples include:

Furniture: couch, mattress, bed frame, recliner, dresser, table

Household Electronics: TV, computer, printer, speakers

Appliances: stove, washer, dryer, water heater, refrigerator, freezer, air conditioner, microwave oven, dishwasher

Miscellaneous: BBQ, toilet, sink, bicycle, large toys, lawn mower (drain all fluids), wheelbarrow, windows

What is NOT accepted for bulky item collection?

Concrete, paint, pianos, trash, tree stumps, yard debris, hazardous waste

Sharps Disposal

What are sharps?

Sharps are devices with sharp points or edges that can puncture or cut skin. They include needles, syringes, lancets, auto injectors, infusion sets, and connection needles/sets. They may be used at home, at work, and while traveling to manage medical conditions.



How do you dispose of sharps?

To properly dispose of sharps, all needles and other sharps should be placed in a sharps disposal container immediately after they have been used.



Please dispose of sharps properly and safely.

What if you do not have a sharps container?

A sharps container can be made out of a rigid plastic container, such as an empty laundry detergent bottle. Once it is full of sharps, securely fasten the lid, and tape the lid down with duct tape. Label or write on the container: Contains Sharps, Do Not Recycle, and Biohazard. Place next to your garbage cart or drop off at the weigh station at the landfill.



What is a sharps disposal container?

A sharps disposal container is a container made of rigid plastic that has a specialized lid to store used sharps securely in order to reduce the risk of injury and infections.



How do you discard a sharps disposal container?

Residential customers may place sharps containers next to the garbage cart on the day of collection. Nye County residents may also take sharps containers to the landfill and drop them off at the weigh station.



Lake County Recycling News

Spring 2020

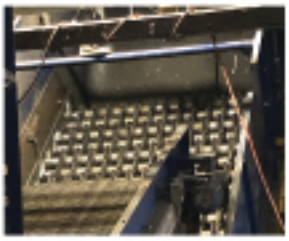


KEEP DANGEROUS & HAZARDOUS ITEMS OUT OF YOUR BLUE CART

To understand why certain items should not be put in your blue cart, it's important to know what happens to the material in your cart. When you put all different kinds of recyclable material in one blue cart, that is called *single-stream recycling*. When the material is collected at the curb, this mixed material is delivered to a Material Recovery Facility (MRF) located in Ukiah. The MRF is responsible for sorting this mixed recycling into separate groups (by material type) to be recycled.



When mixed material arrives at the MRF, it is loaded onto a conveyor belt to first go through what is known as the "pre-sort" line. Multiple recycling workers physically pull out items by hand that did not belong in the blue cart like garbage, large ridged plastic, wood, metal, e-waste and "tanglers" (e.g. clothing, plastic bags, hoses, cords, wires, etc.).





Remaining material continues along the belt, and next, the system automatically sorts cardboard, paper and glass from the belt off the line into separate piles. The end of the line uses magnets to pull tin cans, eddy currents to separate aluminum cans, and recycling workers to sort plastic bottles and containers by hand. Your single-stream cart has now been sorted into individual groups of materials through a combination of automation and manual labor.



Sorted materials that have a recycling market are baled and shipped to their final destination. Garbage collected from both the pre-sort and end of the line is known as residual and is disposed of at a landfill.

HERE ARE SOME COMMONLY FOUND ITEMS THAT ARE HARMFUL TO BOTH THE MACHINERY AS WELL AS THE RECYCLING WORKERS.



We Tangle Machines

Tanglers are generally long stretchy items including plastic bags, clothing/textiles, bedding, bungee cords, garden hoses, electrical cords, and Christmas lights. When these items get caught in the MRF line, there is increased risk for fire, worker injury and permanent damage to equipment. Tanglers from blue carts will shut down the sort line, forcing workers to scale machinery and cut them out. This jeopardizes the equipment and endangers the health and safety of recycling workers. Keep these items out of your blue cart. See *LakeCountyRecycles.com* to learn how to dispose of these items properly.



We are Hazardous

Real people sort through your recyclables. Keeping recycling workers safe is the top priority at material processing facilities. Batteries can cause fire, needles can pierce even the strongest cut-resistant gloves, and propane cylinders can explode. Keep these items out of your blue cart. See *LakeCountyRecycles.com* to learn how to dispose of these items safely.

2020 HHW Drop-Off Events

Household hazardous waste drop-off events are planned for the following dates between 9:00 am and 1:00 pm.

March 20/21 – Clearlake
April 17/18 – Lakeport
May 9th ONLY – Lucerne
May 15/16 – Clearlake
June 19/20 - Lakeport
July 17/18 – Clearlake
August 21/22 - Lakeport
September 18/19 – Clearlake
October 10th ONLY – Hidden Valley Lake
October 16/17 – Lakeport
November 20/21 – Clearlake
December 19th ONLY – Lakeport

Lakeport
Lake County Waste Solutions
Transfer Station & Recycling Center
230 Soda Bay Road

Clearlake
Quackenbush Mountain Resource Recovery & Compost Facility
16520 Davis Street (next to Eastlake Landfill)

Hidden Valley Lake
Hidden Valley Lake Fire Station #63
19287 Hartmann Rd. (by Post Office Boxes)

Lucerne
Lucerne Harbor Park
6217 - 6225 State Highway 20

Toxic.Free.Home.



Holiday Collection Schedule

Collection is delayed by one day for customers whose service day falls on or after the following holidays when they occur on a weekday:

- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

The Lake County Transfer Station & Recycling Center will also be closed on these holidays. For a complete description of the holiday schedule, visit us at **www.candswaste.com.**

COMMERCIAL CORNER

Did you know? If you are a commercial business or multifamily complex that produces 4 cubic yards or more of solid waste every week, you are required by the state to participate in a recycling program.

FOLLOW US ON FACEBOOK: C&S WASTE SOLUTIONS

BULKY ITEM COLLECTION

Residential customers are entitled to have Two (2) Items Collected Curbside Each Year at no charge.*

*There will be a $10 handling fee for each appliance to cover the cost of removing hazardous materials, such as freon.

Extra items and extra pickups can be scheduled for an additional fee.

What exactly is a "bulky item?"
Bulky items are items that are too large or too heavy to put into the curbside container or trash bag.

What is NOT accepted for bulky item collection?
Concrete, paint, piano, trash, tree stumps, yard debris, hazardous waste

707-234-6400
Call to schedule a pick up.



ONLINE Payment PORTAL

Pay your bill through our **ONLINE Payment PORTAL** and check out the following features:

PAPERLESS BILLING
Reduce your carbon footprint: sign up to receive bills electronically.

AUTOMATIC PAYMENTS
Forget the hassle of trying to remember when your bill is due; sign up for automatic payments.

Visit us at **www.CandSwaste.com** and click on our **Pay My Bill** button for more details.



Announcing our new recycling websites:

LakeCountyRecycles.com
ClearlakeRecycles.com

Need to know if something can be recycled?
Search for just about anything.

Looking for reminders?
Sign up for collection reminders and never miss a pick-up day again.

LakeCountyRecycles.com
Lake County Waste Solutions
ClearlakeRecycles.com
Clearlake Waste Solutions
1-888-718-4888 | www.CandSwaste.com

C&S WASTE SOLUTIONS OF LASSEN COUNTY

Winter 2022

Annual Newsletter

Friendly Reminders

Collection Days
Please have all carts roadside by 6:00 a.m. on your collection day.

Cart Placement
Place carts at the road's edge, 3 ft. apart, with the lids positioned to open toward the street. Keep carts away from all obstacles, such as cars and mailboxes.

Missed Pick-Ups
If your trash or recycling was missed or not set out for collection, please call our office within 24 hours.

Recycling Contamination
Please keep recycle carts free of trash related items. We have additional garbage bags available for waste, if needed, so please do not place extra trash in your recycling container.

The Back of Your Bill
Be sure to check the reverse side of your invoice for more information concerning our services.

Optional Services

Greenwaste Service
Greenwaste service is available to our residential customers for an additional fee.

Debris Boxes/Cleanup Bins
3 and 6 cubic yard cleanup bins are available for small household cleanups. 15, 20, and 30 cubic yard roll-off boxes are available for remodel, construction, landscape tear-out, and large cleanups.

NEW CA LAW RESERVES RECYCLING ARROWS FOR ACTUAL RECYCLABLES

California Legislature has passed a bill to reserve the infamous recycle arrows for containers that are truly recyclable. Companies will have until January 2024 to make the change.

So why do companies use the recycle symbol if the item is not recyclable? There are a few reasons for this. Some items that are not recyclable in your curbside cart ***ARE*** in fact recyclable at specialty centers. These types of items can include bubble wrap or Styrofoam. Additionally, some companies use the recycle symbol on a container to let a customer know that it was made from recycled material.



You may still see numbers on plastic items, but they will not be surrounded by the recycle symbol. The number that plastics are given is still important, as it is a notice to customers. Each number on a plastic item lets you, the consumer, know the type of plastic you are handling.

What this means for the consumer: easier recycling! □

THE BENEFITS OF RECYCLING E-WASTE!

When you sign up for residential service you automatically get E-Waste removal limited to five items per year. What is E-waste? E-waste is short for Electronic Waste, which consists of electronic devices that have reached the end of their useful lives. Electronic waste items include TVs, remotes, computers, printers, radios, CD & DVD players, solar panels, and small medical devices. C&S Waste will remove them for you when scheduled.

Why is it important to dispose of E-waste properly? E-waste needs to be disposed of properly to keep our environment clean and safe. E-waste items can have toxins–such as heavy metals and polycyclic aromatic hydrocarbons –that seep into our environment. Proper disposal of E-waste can keep our planet clean. When E-waste can be recycled, it is possible to recover materials such as gold, copper, glass, aluminum, lithium, plastic, and more.



2022 GARBAGE COLLECTION SERVICE RATES

All rates listed are for weekly collection service. Additional charges apply for multiple collections each week. This is a partial list only. For additional information, please call us at (530) 252-1200 or visit us online at www.CandSwaste.com.

PRIMARY AREA: *Susanville, Standish, Janesville, Lake Forest Estates, Johnstonville, Litchfield*

RESIDENTIAL SERVICE

TRASH

35 gallon cart	$23.44 per mo.
65 gallon cart	$31.25 per mo.
95 gallon cart	$39.09 per mo.

RECYCLING

95 gallon cart, Weekly pick-up	Please call for current rate

GREEN WASTE

Residential trash customers only
For an additional fee, green waste service can be added by calling (530) 252-1200 or emailing us at lasseninfo@candswaste.com.

95 gallon cart	$6.25 per mo

COMMERCIAL SERVICE

TRASH

Prices based on once a week service

1 cu. yd. bin	$116.41 per mo.
2 cu. yd. bin	$193.43 per mo.
3 cu. yd. bin	$232.80 per mo.
4 cu. yd. bin	$282.93 per mo.
6 cu. yd. bin	$376.07 per mo.

RECYCLING

Size dependent on needs of business	Please call for current rate

SECONDARY AREA: *Doyle, Herlong, Milford, Wendel, Clear Creek, Westwood, Spaulding/Eagle Lake*

RESIDENTIAL SERVICE

TRASH

35 gallon cart	$26.06 per mo.
65 gallon cart	$33.88 per mo.
95 gallon cart	$40.84 per mo.

RECYCLING

95 gallon cart, Weekly Pick-Up	Please call for current rate

GREEN WASTE

Residential trash customers only
For an additional fee, green waste service can be added by calling (530) 252-1200 or emailing us at lasseninfo@candswaste.com.

95 gallon cart	$9.49 per mo

COMMERCIAL SERVICE

TRASH

Prices based upon once a week service

1 cu. yd. bin	$119.97 per mo.
2 cu. yd. bin	$205.95 per mo.
3 cu. yd. bin	$241.74 per mo.
4 cu. yd. bin	$302.64 per mo.
6 cu. yd. bin	$393.94 per mo.

RECYCLING

Size dependent on needs of business	Please call for current rate



CHRISTMAS TREE COLLECTION 2022

During the first full week of January, ***January 3-7, 2022***, un-flocked Christmas trees will be collected curbside for residential customer pick-ups only. Please place tree next to your cart on your collection day.



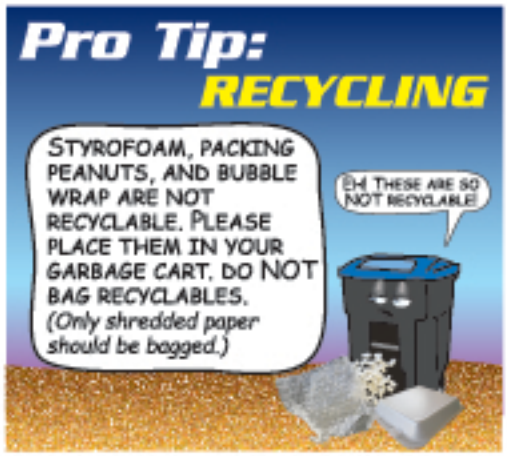
2022 HOLIDAY COLLECTION SCHEDULE

C&S Waste Solutions of Lassen County is **closed** on the following holidays during 2022:

- **MEMORIAL DAY, MONDAY, MAY 30, 2022**
- **FOURTH OF JULY, MONDAY, JULY 4, 2022**
- **LABOR DAY, MONDAY, SEPTEMBER 5, 2022**
- **THANKSGIVING, THURSDAY, NOVEMBER 24, 2022**

Service for all customers will be delayed by one day following Memorial Day, Fourth of July, and Labor Day, and service for Thursday and Friday customers will be delayed by one day following Thanksgiving. Normal collection schedules will resume the week following the holiday.







C&S WASTE SOLUTIONS OF LASSEN COUNTY



Gift Certificate



Valid for: _____

Donated By: Damon Shea

Please call us today at (530) 252-1200 to schedule, or email lasseninfo@candswaste.com for more information.

EXPIRATION: _____ Certificate Number: _____

Certificate must be presented for redemption. Certificate is good for
Certificate is not redeemable for cash. Certificate has been distributed by the issuer under an awards, loyalty or promotional program or has been donated for fundraising purposes.

471-825 Diane Drive | Susanville, CA 96130 | (530) 252-1200 | CandSwaste.com

COMING SOON

PAHRUMP VALLEY DISPOSAL RECYCLING PROGRAM CHANGES

STARTING DECEMBER 1, 2021, THE RECYCLE BINS AT WALMART WILL ONLY BE AVAILABLE FROM 7:30 AM TO 3:30 PM, MONDAY - SUNDAY.

RECYCLING PROGRAM CHANGES COMING SOON!

WHEN: **Starting December 1, 2021**

WHERE: **Drop-Off Recycle Bins at Walmart**

WHAT: **Limited Hours & Staff Assistance**

- *New Hours: 7:30 AM – 3:30 PM ONLY Monday through Sunday.*
- *A Pahrump Valley Disposal team member will be there to provide recycling education and assistance.*

Pahrump Valley Disposal

(775) 727-5777

1410 E. Mesquite Ave., Pahrump | www.CandSwaste.com

220

& RECYCLING CENTER

3151 Taylor Drive
Ukiah

TRANSFER STATION

We Accept/Recycle for a FEE:

Garbage

Construction & Demolition Materials	Sheet Rock • Concrete • Asphalt • Asphalt Shingles • Porcelain (toilets & sinks) • Carpet Padding
Green & Wood Waste	Unpainted & Untreated Wood • Yard Debris • Stumps
Household Appliances	Washers • Refrigerators • Stoves • Water Heaters • Dishwashers

We Buy $$$:

Scrap Metal	Copper • Brass • Aluminum • Radiators • Insulated Wire • Stainless Steel • Lead • & More
CRV Containers	Bottles and Cans

We Recycle FREE of Charge:

Paper	Newspaper • Magazines • Mixed Paper • Phone Books • Cardboard
Plastic	Containers • Plastics #1-#7 • Rigid Plastics • Grocery Bags • Shrink Wrap
Glass	Bottles • Jars
Metal	Aluminum • Bi-Metal Cans • Scrap Metal
Electronics	Computers • TVs • Stereos • Cell Phones • Fax Machines
Automotive	Used Motor Oil • Oil Filters

We Sell Local Compost

SOLID WASTE SYSTEMS, INC.

OPEN MON - SAT
8 am to 4 pm

BUYBACK CENTER
10 am to 4 pm

1.707.234.6400 or 1.888.718.4888

www.CandSwaste.com

Find us on Facebook: C&S Waste Solutions

Looking for a place to recycle your construction and demolition materials?

We offer competive rates which can help in your bidding and protect your profit.

Mixed or separated loads of construction and demolition (C& D) material and clean landscaping material are accepted at our Ukiah and Lakeport recycling facilities.

We Accept:

Wood • Green Waste/ Landscaping Material *(prunings, brush, tree stumps)*
Asphalt Shingles
Tar & Rock Roofing
Dry Wall • Scrap Metal
Concrete • Brick
Asphalt
Porcelain *(toilets & sinks)*

All materials are sorted and processed for recycling. Recycling C& D materials assists our communities in meeting State mandated diversion goals.

Ukiah

Solid Waste Sytems, Inc
3151 Taylor Drive • Ukiah
Hours: 8:00am to 4:00pm
Monday - Saturday
1.888.718.4888
707.234.6400
www.candswaste.com

C & D Material $60.22/ton
Clean Wood & Green Waste $38.00/ton
Scrap Metal - Free



Lakeport

Lake County Waste Solutions
230 Soda Bay Road • Lakeport
Hours: 7:30am to 3:00pm
Monday - Saturday
1.888.718.4888
707.234.6400
www.candswaste.com

Mixed C & D $48.00/ton
Separated C & D $34.00/ton
Clean Wood & Green Waste $34.00/ton
Scrap Metal - Free



We Also Provide: **Debris Boxes • Portable Toilets**
Temporary Fencing • Storage Containers

www.candswaste.com or call 1.888.718.4888

Coming Soon!!!

UNIVERSAL SERVICE

Effective April 1, 2018

Universal Refuse Collection Service is coming to Clearlake!

Universal Service is essential to helping the residents of Clearlake curb illegal dumping and start on a path to cleaning up our beautiful community. We bring the ease and convenience of curbside service right to you! If you are not already signed up, call us today to start your new curbside service.



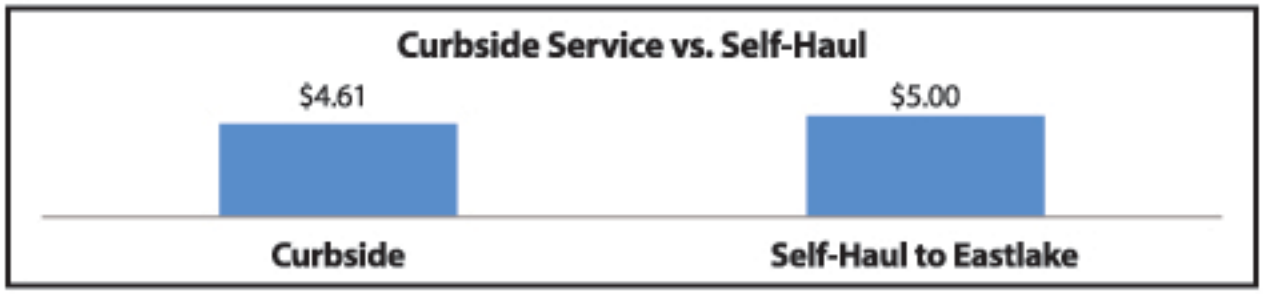
Did you know that **California state law** requires you to remove all refuse from your residence on a weekly basis? This requires self haulers to make weekly dump runs, the cost of which adds up to more than twice the cost of our convenient curbside service.

Who is included in Universal Service?
Under Universal Service, residential property owners will now be responsible to obtain weekly refuse service.

What about property owners who have tenants?
Tenants will no longer hold refuse service accounts in their name. These services will be the responsibility of the property owner.

Are vacation homes required to have service? What about unoccupied property?
There are some property owners who are exempt from Universal Service. For a complete list of property types that are exempt, please contact the City of Clearlake at 707-994-8201 or visit http://clearlake.ca.us.





Weekly Curbside Service	Eastlake Landfill
$4.61	$5.00
• 32 gallon cart Curbside Service • Recycle & Yardwaste Service included • Convenient & hassle-free weekly collection • Includes pick-up of 2 bulky items per year	• Minimum gate fee • Does not include time & gas expense

Sign Up Today!!!

(707) 234-6400

Check your mailbox over the next months for more information about Universal Service in Clearlake.

SERVICIO UNIVERSAL DE DESPERDICIOS

A partir del 1 de abril de 2018

¡Próximamente!

¡El Servicio Universal de Recolección de Desperdicios está llegando a Clearlake!

El Servicio Universal es esencial para ayudar a los residentes de Clearlake a frenar el vertido ilegal y comenzar un camino para limpiar nuestra hermosa comunidad. Traemos la facilidad y comodidad de servicio de acera a usted! Si aún no está registrado, llámenos hoy para comenzar su nuevo servicio de acera.



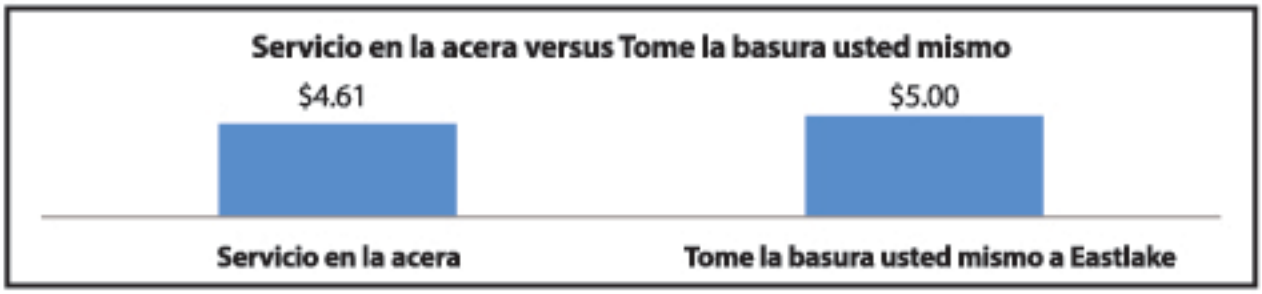
¿Sabías que ley estatal de California requiere que usted para quitar basura todo de usted residencia semanalmente? Esto requiere que los acarreo de basura para llevarla al relleno sanitario semanal, cuyo costo suma más que el costo de nuestro conveniente servicio de acera.

Quién está incluido en el Servicio Universal?
Bajo el Servicio Universal, los dueños de propiedades residenciales ahora serán responsables de obtener servicio semanal de basura.

¿Qué pasa con los propietarios que tienen inquilinos?
Los inquilinos ya no tendrán cuentas de servicio de basura en su nombre. Estos servicios serán responsabilidad del dueño de la propiedad.

¿Se requiere que los hogares de vacaciones tengan servicio? ¿Qué pasa con la propiedad desocupada?
Hay algunos propietarios que están exentos del Servicio Universal. Para obtener una lista completa de los tipos de propiedad que están exentos, comuníquese con la Ciudad de Clearlake al 707-994-8201 o visite http://clearlake.ca.us.





Servicio semanal en la acera

$4.61

- Cesta de 32 galones Servicio de acera
- Incluye servicio de reciclaje y residuos del jardín
- Conveniente y sin complicaciones semanales colección
- Incluye recogida de 2 artículos voluminosos por año

Vertedero de Eastlake

$5.00

- Cuota mínima
- No incluye gastos de tiempo y gas

¡Regístrate hoy!

(707) 234-6400

Compruebe su buzón de correo en los próximos meses para obtener más información sobre el Servicio Universal en Clear





Appendix 6

Community Engagement

APPENDIX 6

COMMUNITY ENGAGEMENT PARTNERS

SUPPORT OF NEVADA COMMUNITY ORGANIZATIONS & EVENTS

In addition to being awarded the "Cornerstone Award" by the Pahrump Valley Chamber of Commerce, which is given out to a local business that demonstrates it is an essential part of the community on a regular basis, C&S employees are members of the local Rotary Club and represent the company through membership in the Pahrump Valley Chamber of Commerce, Beatty Chamber of Commerce, Amargosa Valley Chamber of Commerce, and Las Vegas Chamber of Commerce.

C&S has provided in-kind and financial support to the following (not in any specific order):

- KNYE/Manse Elementary School Food Drive
- Boys and Girls Club
- Lions Club
- Chamber of Commerce
- Rotary International
- Pahrump Senior Center
- Annual Town Clean-up
- Earth Day Festival
- Annual Fall Festival Parade
- Annual 4th of July Parade
- Jingle Bells and Firework Shells
- Salvation Army
- Pahrump Little League
- AYSO Youth Soccer
- National Junior Basketball
- Youth Softball
- Pahrump High School Athletic Sponsor
- Annual Amargosa/Beatty High School Scholarship
- BLM Clean-up events
- Great Basin Community College
- 4H Sponsorship
- Youth/High School Rodeo
- American Cancer Society – Relay for Life
- Wild West Extravaganza
- 4th of July Festival (Pahrump and Amargosa)
- Beatty Days
- Halloween Safe Night
- Desert View Hospital Community Board
- Rural Health Foundation
- Valley Electric Symposium
- Amargosa Dunes Clean-up
- Dumont Dunes Clean-up
- Boy Scouts – 5K Sunset Race
- Girl Scouts
- Pahrump High School Job Shadow
- Beatty - Amargosa River Clean-up
- Blue Grass Festival
- American Cancer Society Relay for Life
- Valley Cruisers Car Show
- Holiday Task Force
- Cancer Victim's Thrift Store
- Pahrump Balloon Festival
- Never Forget 9-11
- NACO Golf Tournament (Sponsor)
- HOPE for Nevada
- Girls on the Run – 5K
- Pioneer Territory CASA *(Court Appointed Special Advocates for Children)*
- Nevada West Heritage Foundation
- Disabled Veterans
- "The Moving Wall" Vietnam War Memorial
- RAM (Remote Area Medical)
- Desert Haven Animal Shelter
- Republican Women's Club

SUPPORT OF CALIFORNIA COMMUNITY ORGANIZATIONS & EVENTS

A. LAKE & MENDOCINO COUNTIES

C&S is an active member of the Lake County Chamber of Commerce, Clear Lake Chamber of Commerce, Ukiah Chamber of Commerce, Clear Lake Oaks-Glenhaven Business Association, North Shore Business Association, North Coast Builders Exchange, and the Farm Bureau in

both counties. Additionally, C&S has provided donations, trucking, and office assistance for the various fires experienced by Lake County over the past five (5) years.

C&S has provided in-kind and financial support to the following (not in any specific order):

- Konocti Challenge Bike Race (sponsor)
- Rotary Club of Clearlake Annual Fundraiser
- Meals on Wheels
- Little League in Lake County
- Little League in Clearlake
- CC4C (Citizens Caring for Clearlake)
- Westside Park
- Clearlake Senior Gardens project
- Holiday Ice Arena in Ukiah (sponsor)
- Ukiah Pumpkin Fest (sponsor)
- FFA and 4H animal buyers in both Lake County and Ukiah
- Lake County Fair Foundation
- Ukiah Youth Basketball
- North Coast Opportunities (various garden projects)
- Lake Family Resource Center (safe house for domestic violence)
- Boys & Girls Club of Ukiah
- Friends of Gibson Creek
- Taste of Downtown Ukiah
- American Cancer Society Relay for Life
- Lakeshore Lions 4th of July Fireworks
- Ukiah Dolphins Swim Meet
- Lake Community Pride Foundation
- Ukiah Main Street Program
- Ukiah Chili Cook Off
- South Ukiah Rotary Ukiah Triathlon
- Lake County Wine Alliance Auction
- Clearlake Super Hero Day
- Early Iron Car Club of Ukiah
- Kelseyville Pear Festival
- Native American Fry Bread Cook Off
- Spirits on the Loch – Clearlake
- Kelseyville Christmas in the County
- Ukiah Valley Christmas Effort
- Ukiah Concert in the Park
- Clearlake Habitat for Humanity
- Clearlake Warming Center
- Various Light Parades
- Ukiah Unified School District
- Rotary Denim and Diamonds

B. LASSEN COUNTY

C&S Waste Solutions' continued commitment to the Lassen County community from 2012 to 2022 has allowed us to be involved in a variety of community events and partnerships totaling +$103,063. In addition to that monetary amount, we have donated services and time to over 46 local organizations in Lassen County. C&S employees are members of the local Rotary Club and represent the company through membership in the Lassen County Chamber of Commerce. Additionally, we assist the City of Susanville with the donation of roll-off boxes for the annual leaf collection program.

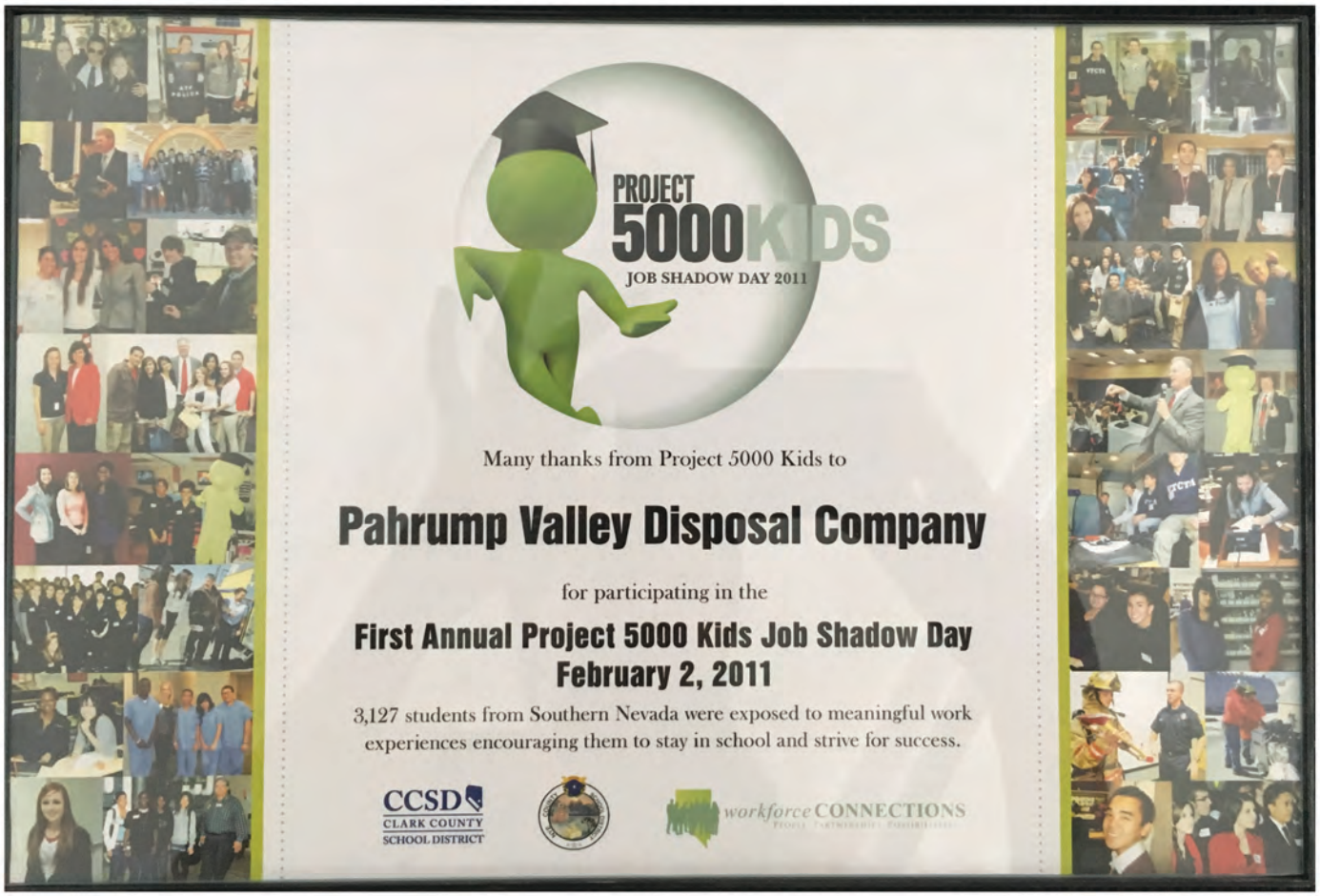
C&S has also worked closely and coordinated with local, state, and federal fire agencies for the past ten (10) years, including one of California's largest wildfire in history. We also coordinate with emergency fire agencies to assist with communities affected by the fires.

C&S has provided in-kind and financial support to the following (not in any specific order):

- Children's Fair
- Kiwanis Corn Dog Booth
- Magical County Christmas
- Local Science Fairs
- County E-Waste Events
- Local School Classroom Presentations
- Sober Graduation
- Rotary Auction
- Northern California Cancer Advocates
- Lassen Land & Trails Trust
- Relay for Life
- Indian Rancheria Pow Wow
- Westwood Beautification
- IGA Kids Festival
- Susanville Little League
- Peter Lassen Monument
- Local Senior Center
- City and County Clean-Ups
- Sage Brush Cow-Horse Association
- Pheasants Forever
- Paiute Meadows Trail Run
- Jr. Fishing Derby
- Lassen Land & Trails Trust
- Northern CA Cancer Advocates
- Toys for Tots
- Lassen Senior Services


Jim Butler
Photography
The Flag of the United States of America
This is to certify that the accompanying flag was flown over the Vietnam Memorial Replica, The Moving Wall, at Simkins Park in Pahrump, NV from September 22-25, 2016 in honor of the soldiers who served and sacrificed in the Vietnam War.
This flag is proudly presented to
Pahrump Valley Disposal
DAV


PAHRUMP VALLEY DISPOSAL
Keeping Pahrump Clean through the Ages
JOE'S SANITATION
GARBAGE CART
SHOULDER PACK-CAN
BURNING GARBAGE
Same Crap 150 Years Later!


PROJECT
5000 KIDS
JOB SHADOW DAY 2011
Many thanks from Project 5000 Kids to
Pahrump Valley Disposal Company
for participating in the
First Annual Project 5000 Kids Job Shadow Day
February 2, 2011
3,127 students from Southern Nevada were exposed to meaningful work experiences encouraging them to stay in school and strive for success.
CCSD
CLARK COUNTY
SCHOOL DISTRICT
workforce CONNECTIONS


In Appreciation
PAHRUMP VALLEY DISPOSAL
WE COULD NOT DO THIS WITHOUT
THEIR SUPPORT
2013
"Smash 4 Cash"
P.V.H.S. CHEERLEADERS

BUYER'S GUIDE • RELOCATION INFO • AREA MAPS

Pahrump

NEVADA



5 Casinos
7 Places to Stay
9 RV Parks
3 Golf Courses
55 Restaurants
18 Day Trips
8 Local Attractions

Pahrump Valley Chamber of Commerce Magazine • 24th Edition • 2013



C&S Waste Solutions







Recipient of the Chamber of Commerce Cornerstone Award

by Katie Shea

I remember the day my brother John and I went to the toy store and peered into the glass display case, staring at the garbage truck. It was green and gray and made of metal, but it had a plastic piece in the back that could be moved to "crush" the garbage that had been dumped into it. "That's the one I want," John said. A few days later, my Dad took me back to the store so I could buy the garbage truck for John.

While I would like to take credit for giving my brother his first garbage truck and for contributing to his desire to pursue a career in the solid waste industry, in truth, he was merely following in my father's, my grandfather's, and my great-grandfather's footsteps.

We practically grew up at my Dad's garbage company, my brothers John and Damon and I, as did John's partner Dave Carroll - at his father's company. In junior high and high school, my brothers, like Dave, spent their summers working at the business. Not only did they learn how to use every piece of equipment and operate every type of truck, they also learned all aspects of the business side of things. All of this hard work paid off eventually, when 15 years ago John and Dave were able to go out on their own and acquire what is now Pahrump Valley Disposal.

Having spent a great deal of time at Pahrump Valley Disposal, I understand the secret to their success. They are not the type of people to be satisfied with the status quo and their employees are of the same quality. The employees work hard, they work well with each other, and they go above and beyond to exceed the customers' expectations. Most importantly, though, they love their jobs. Many of the employees





have been with the company since its beginning and some of the relationships extend as far back as 25 years. Without them, there would be no company.

Another key to the company's success is the local community. It means a lot to everyone at Pahrump Valley Disposal that people still come into the office to pay their bills and they know their garbagemen by name. Additionally, the company and their employees are proud to be active members of Rotary, Lions Club, and Relay for Life, as well as supporters of community groups and events. Over the years, it has been their privilege to be involved with the Chamber of Commerce, many youth programs and sports teams, the Senior Center, No to Abuse, Food for Thought, VFW, United Way, Fall Festival, Angel Tree and many more. As community involvement is so important to the company, Pahrump Valley Disposal was greatly honored to receive the Pahrump Valley Chamber of Commerce Cornerstone Award this year.

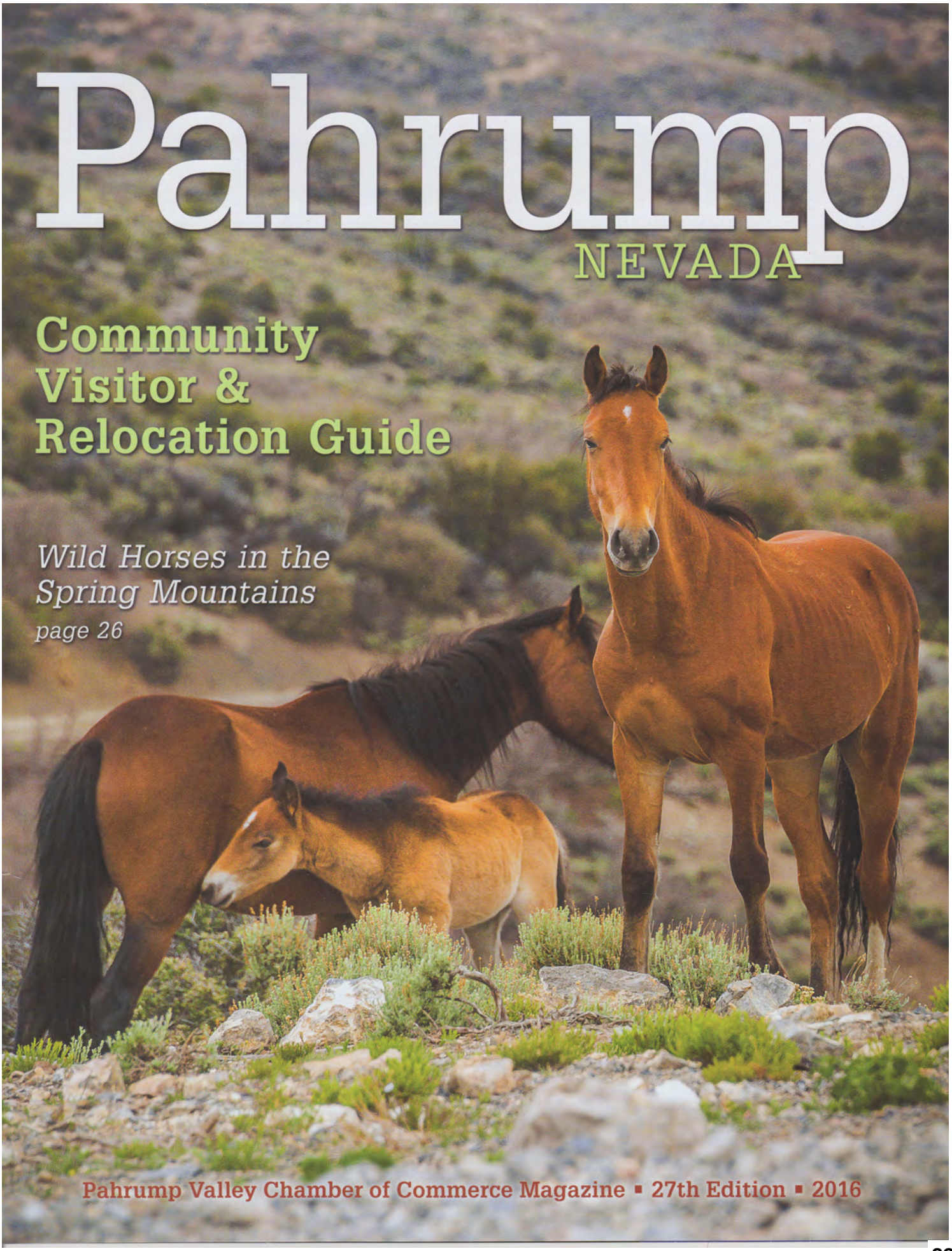
Throughout the years, Pahrump Valley Disposal has grown and improved. It is always implementing the newest technologies and has been at the cutting edge of the industry when it comes to recycling and collection. Instead of simply fulfilling the basic solid waste collection needs of the town, Pahrump Valley Disposal expanded its recycling services and implemented similar recycling programs at the landfill. With the support of Nye County and the Towns of Pahrump, Beatty, and Amargosa, it has been able to provide recycling services to these communities. As a result, these programs have helped extend the life of the landfill an additional 20-plus years! Although the company has always recycled metal, in recent years it has expanded its scrap metal buy-back center, paying cash for scrap metal. As Pahrump Valley Disposal was expanding, it acquired Joe's Sanitation Services, a septic and grease trap pumping and cleaning company. Joe's also provides sewer and drain cleaning services as well as portable toilet rentals for special events and construction projects. By adding Joe's, its goal was to recognize the needs of the community by providing "one stop shopping."

Although the services it provides are not exactly glamorous ones, they are what has enabled Pahrump Valley Disposal to make a home here, to give back to the community, and to enjoy ***all*** that Pahrump has to offer.

Pahrump
NEVADA

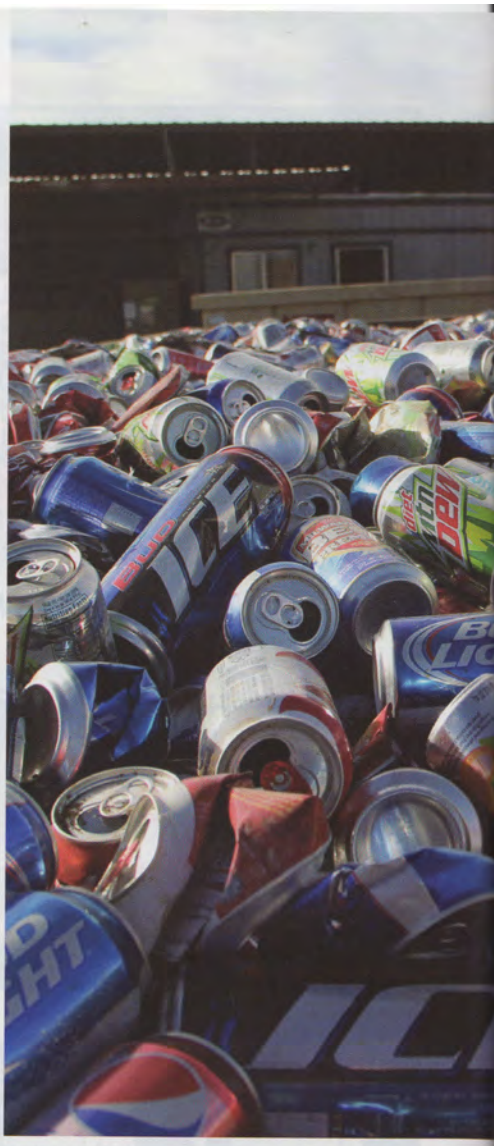
Community Visitor & Relocation Guide

Wild Horses in the Spring Mountains
page 26



Pahrump Valley Chamber of Commerce Magazine ▪ 27th Edition ▪ 2016





Pahrump Residents Embrace Recycling

Improving Our Environment

Article and photos provided by C & S Waste Solutions

Did you know: In 2013, Americans generated about 254 million tons of trash and recycled and composted over 87 million tons of this material, equivalent to a 34.3 percent recycling rate. On average, Americans recycled and composted 1.51 pounds of our individual waste generation rate of 4.40 pounds per person per day. In 2013, the 87 million tons of municipal solid waste recycled and composted provided an annual reduction of 186 million tons of carbon dioxide equivalent emissions, comparable to the annual emissions from over 39 million passenger cars. It also saved almost 1.1 quadrillion Btu of energy. That is the same amount of energy consumed by over 9.9 million U.S. households in a year.

C&S Waste Solutions has created several opportunities to recycle here in Pahrump and in the surrounding areas. With the support of Nye County and the Towns of Pahrump, Beatty, and Amargosa, C&S Waste has been able to provide drop-off recycling locations in the Pahrump, Beatty, and Amargosa communities. Recycling boxes are conveniently located in the Walmart parking lot and Pahrump Valley Disposal metal recycling yard in Pahrump, the Rebel Gas parking lot in Beatty, and the Northwest Academy in Amargosa.

Recycling is beneficial for a number of reasons, namely because it saves natural resources, it saves valuable landfill space, it provides local jobs, and it creates new products. "The greatest benefit that we have seen as a result of diverting recyclables from the Pahrump Landfill is that we have been able to extend the life of the landfill beyond 20 years. We have been impressed with the amount of recyclables we collect, as recycling is completely voluntary. We started with one box at Walmart and we emptied it once a week. Now we have three boxes at that location and we empty them daily, sometimes twice a day. The community is truly making a remarkable effort and the results are there to prove it," said C&S Waste Solutions General Manager Mike Smith.

C&S Waste accepts the following recyclables in the drop-off recycling boxes: glass, plastic bottles, clean, flattened cardboard, mixed paper (office paper, newspaper, junk mail, phone books, magazines, etc.), boxboard (shoeboxes, cereal boxes), egg cartons, plastic containers #1 - #7 (soda and water bottles), plastic juice containers, plastic bottles and jugs (shampoo, milk, and detergents), aluminum cans, foil, tin, and metals.









Electronic waste can be dropped off at the Pahrump Valley Disposal metal recycling yard located at 1410 E. Mesquite Avenue. This includes computer systems, monitors, peripherals & accessories (printer, mouse, speakers, scanner, keyboard, cables, modems, etc.), stereo equipment, radios, tape players, headphones, VCR/VHS, DVD players, camcorders, fax machines, scanners, copiers, telephones, answering machines, cell phones, chargers, PDAs, microwave ovens, televisions, and small appliances such as hair dryers, irons, and blenders. Yard waste and wood waste can be taken to the Pahrump Landfill located at 1631 E. Mesquite Avenue.

Once all of the recyclables are collected and transported to the Pahrump Valley Disposal yard, they are sorted, baled, and then sold to manufacturing companies that will make new products out of them. The yard and wood waste, however, is recycled locally, as it is ground and used as landfill cover, which helps gain additional landfill capacity while reducing the use of soil.

Although metals are accepted at the drop off recycling boxes, metals often have more value than other recyclables, so Pahrump Valley Disposal purchases a variety of metals at their metal yard. These metals include appliances, aluminum, lead, stainless steel, iron, tin, copper, brass, car batteries, radiators, aluminum cans, insulated copper wire, and more.

Pahrump Valley Disposal also has a few ongoing scrap metal fundraisers in which customers can donate the money they receive from the sale of their metals. Currently, donations may be made to the VFW and to Food 4 Thought.

As the recycling industry continues to evolve and new regulations, requiring more expansive programs, are established, C&S Waste will be ready. We currently have many resources for a variety of audiences. We are available to make presentations to classrooms, civic organizations, and groups that would like to know more about recycling and resource recovery, leading-edge solutions in managing solid waste and maximizing diversion from landfilling. Please call us at (775) 727-5777 for more information about recycling or to schedule a presentation.

Recycling: The Benefits of Metal Separation Page 37.

Wheels: Steps to Effective Rim Flange Maintenance Page 42.

Insurance: Is Your Waste Business Effectively Insured? Page 48.

May 2015
Volume 6, Number 5
www.wasteadvantagemag.com

WasteAdvantage magazine

The Advantage in the Waste and Recycling Industry

STOP BY THE WASTE ADVANTAGE MAGAZINE BOOTH #3468

C&S WASTE SOLUTIONS:

Building a Business Based on Family, Friendship and Trust

STATE OF THE INDUSTRY:

What's Ahead for Solid Waste Management?

SEVEN KEY QUESTIONS TO ASK

Before the 2015 GHS Deadline

C&S Waste Solutions: Building a Business Based on Family, Friendship and Trust

Embraced by the communities they serve, C&S Waste Solutions is committed to delivering environmentally sound, technologically advanced and cost-effective solutions, embracing innovation and implementing forward-thinking, sustainable programs designed to achieve maximum diversion from landfills.

C&S Waste Solutions (Ukiah, CA) is a family of companies with decades of experience operating in all aspects of solid waste management. Operating divisions exist in various locales in California and southern Nevada. The company offers fully integrated services including waste collection, transfer and disposal, recyclable collection and processing, green and wood waste collection and processing, landfill operations, portable sanitation services, and scrap metal purchasing and marketing.

In 1997, childhood friends, Dave Carroll and John Shea formed a business partnership that developed from years of literally "growing up" in the business. Not only did Carroll and Shea grow up living across the street from one another, but their respective families owned and operated solid waste collection, recycling and landfill companies in the northern and central regions of California. Both Carroll and Shea spent their school summers working in various aspects of the family enterprises. This experience was invaluable as they developed an appreciation for every job in the industry and gained a mutual respect for one another. Upon graduation from college, they were prepared to

Floor sorting with a Fuchs material handler removes recyclable materials from the waste stream, increasing the facility's diversion rate. Photos courtesy of C&S Waste Solutions.





Owner John Shea and driver Bart Freevol give a garbage truck demonstration to students on Earth Day.

assume managerial positions in the industry. Their ultimate goal was to create and build their own business. In 1997, they received that opportunity and purchased Mammoth Disposal in Mammoth Lakes, CA.

Growing a Business

Soon after, they acquired Pahrump Valley Disposal, Beatty Disposal and Amargosa Disposal in the state of Nevada, as well as hauling contracts in Inyo County, CA. In 2004, Carroll and Shea were selected by Nye County, NV to operate the county-owned landfill, transfer and recycling operations. More than 60,000 tons of waste per year are hauled and processed by these companies.

In 2008, Carroll and Shea branched into northern California and commenced operating companies in Ukiah, Lake County and Clearlake. These businesses operate fully integrated services including solid waste collection and transfer, recyclable collection and processing, green and wood waste collection services as well as scrap metal processing. In 2011, Lassen County, CA selected C&S Waste Solutions to be their solid waste recycling and green waste service provider.

In 2014 the company added Selma Disposal and Recycling to their portfolio. This company offers the full array of solid waste collection services, recyclable collection and processing, green and wood waste processing, and transfer operations to the community of Selma, CA and adjacent areas in Fresno County.

Building on Family, Friendship and Trust

As their business grew, so did the need for more talented individuals. Damon Shea initially pursued success in the accounting field before returning to the solid waste industry, which he had learned so well growing up. Damon was the best choice to join his brother, John, in growing and managing businesses in Nevada. Nevada was a familiar place for Damon since he attended college at the University of Nevada. As a result, Damon began managing all company operations in Lassen County, CA in 2012.

In 2008 when C&S Waste expanded into Ukiah, Lake County and Clearlake, CA, Carroll and Shea acquired companies managed by Bruce McCracken, who also had been a childhood friend and neighbor of Carroll and Shea. Through the years, McCracken established a long career in managing solid waste companies, and, in partnership, McCracken now heads up operations in Ukiah, Lake County and Clearlake.

It is rare to find four individuals that have known each other since childhood, lived on the same street growing up, followed separate but similar paths and ultimately ended up together. Carroll, John and Damon Shea, and McCracken have formed a partnership that is based on long-standing trust, friendship, profound respect and admiration for one another. They consider each other and their employees as family members. The operations of C&S Waste Solutions place a high value on the trust placed in them by franchising agencies and customers. "We share a common goal to improve our company every day," adds Carroll. "The goal to be the best at what we do runs throughout the entire company."

Current Operations

In California, the firm operates within the cities of Ukiah, Clearlake, Selma, Susanville and unincorporated areas of Lake County, Lassen County, Fresno County and Inyo County. In Nevada, operations include the Town of Pahrump, and the unincorporated areas of Beatty and Amargosa Valley. Combined, the company serves more than 35,000 residential customers and over 3,600 commercial customers.

C&S Waste Solutions uses a fleet of 16 standard front-loading trucks, 19 automated side loaders (predominately split bodies), 17 roll-offs and a variety

of secondary vehicles such as bin trucks, roadside service trucks and flatbed trucks common to the industry. These vehicles collect solid waste, recyclables, green waste, wood waste, construction and demolition materials and scrap metals. A fleet of 24 trailers are used to transfer materials. The firm employs 204 people to handle all activities.

The company also operates a large material recovery facility (MRF) in Ukiah. This state-of-the art facility is capable of processing more than 15 tons per hour of commingled newsprint, mixed paper, aluminum, PET, LDPE, HDPE plastics (1 to 7), food and beverage glass, food cans and cardboard. This MRF processes materials from both company operations and non-company recyclables collected by other entities in the region. A similar MRF is in the planning stage at the firm's Selma operation.

Full-scale transfer operations exist in Ukiah, Lake County and Selma. Commercial waste collectors and individual users deposit materials on "tipping" floors where these materials are "floor-sorted" and recyclables extracted. The remaining solid waste is then placed in trailers and transshipped to regional landfills. Some 67,000 tons of solid waste are handled by these transfer sites. In rural areas of Nevada, small-scale transfer stations using bins and roll-off boxes are available for pubic drop off of solid waste and recyclables. The firm also operates a county-owned landfill in Pahrump, NV that handles approximately 65,000 tons per year of solid waste.

The Challenge of the Economy

The sluggish economic conditions since 2009 have caused a "leveling off" of solid waste generated and collected. However, given the host of governmental policies that require minimization of landfilling, the company has been able to offset the loss of traditional solid waste by increasing the focus on capturing materials for recycling. Not only has the business increased its public information campaigns to encourage recycling, but operations at transfer stations have also been changed. All loads tipped on transfer floors now undergo aggressive "sorting" to capture recyclables. This has helped communities achieve diversion goals of up to 70 percent and, for the most part, is positive in terms of compensating for the loss of revenue from less generation of traditional waste. In addition, the organization has scrutinized the routing of collection vehicles to assure maximum efficiencies in these operations. "The use of split body automated side loaders has really made a difference on our routes," says Shea. "Not only did the routes become more efficient, but the new collection system also resulted in fewer truck trips through residential neighborhoods."

Safety and Training

C&S Waste Solutions recognizes that safety and training are critical to successful operations. A comprehensive written Injury and Illness Prevention Program (IIPP) is in place, which is intended to identify and fix hazards before they cause an injury. This is given to each employee. Management at all levels is committed to worker safety and training and expectations are thoroughly communicated. Weekly safety meetings are held with all employees and everyone in the organization is expected to do daily inspections of their work areas. Managers conduct the safety meetings and inspections and report to the company's Safety and Compliance Manager. A "code of safe practices" is maintained, which covers matters from personal protective devices to use of equipment vehicles and tools. The company's culture encourages a free-flow of information, without any threat of recrimination. All safety meetings and discussions, and corrective actions are documented.

The company also maintains a thorough Employee Safe Driving Practices Handbook, which is distributed to each employee. This Handbook covers

MOLEY MAGNETICS INC.

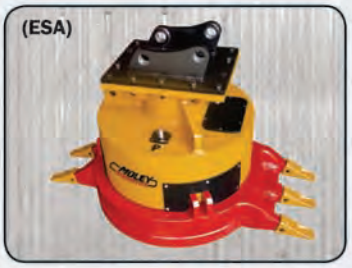
BEST PRICE, MATERIALS & WARRANTY



Waste Handling Mag Grapples
- 24" Magnet
- 1/2 cubic yard
- HARDOX Certified Steel
- No Generator Needed
- 24-Month Warranty



Sorting Grapple
- Fixed or Rotating
- Built for the demands of Recycling
- All sizes available to fit as small as a 3 ton up to a 45 ton machine
- Various jaws/tines available with bolt on replaceable teeth
- 24-Month Warranty





Sorting Claw Magnets
- Quick Coupler Ready
- Recover More Iron Faster
- Various Sizes: 32" - 60" (ESA)
- Proven Technology
- Hook-Up & Go
- No Generator Needed (ESB)
- Easy Installation
- Extremely Dependable
- Various Sizes: 32", 36", 40" (ESB)
- 24V Magnet

Specializing in high quality scrap, demo & recycling attachments.
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VISIT US AT WASTE EXPO - BOOTH #572

CLICK HERE FOR MORE INFORMATION!



C&S Waste Solutions' processing facility in Ukiah, CA provides tipping of green waste and recyclables at one location, increasing efficiency.



CLICK HERE FOR MORE INFORMATION!

virtually all aspects of safe driving from drug testing to vehicle inspections. All persons operating vehicles must successfully pass a road test and be certified by a company supervisor or manager. Supervisors review this Handbook with all drivers twice each year.

C&S Waste Solutions established a rewards program in 2012, wherein each employee working in a defined "work unit" can receive cash awards if that particular unit has no lost-time injuries for a quarter. The amount of the award increases with each consecutive quarter that the work unit remains accident free. This program has encouraged members of the various units to "look out for one another" and has resulted in a decline in injuries throughout the entire company and a safer environment for all employees.

Outreach

The company also operates an energetic community outreach program designed to fully inform all customers as to services available, recent company activities and, most importantly, opportunities for participating in recycling. A variety of means are used to foster this communication. Among these are billing inserts, periodic newsletters, social media (Facebook), clear and colorful recycling guides, and the company's Web site at www.candswaste.com. They also schedule visits to schools, businesses and neighborhood groups, as well as participate in fairs, parades and festivals, which are an integral part of the company's community outreach program.

In addition, the business offers tours of its facilities to civic organizations, schools or other interested groups. "Waste assessments" are provided to commercial generators, which are designed to show customers which discarded materials might be recycled and explain the collection methods available to accomplish this.

Anticipating Change

Given that the company operates in a number of different locales, it is necessary to focus on a regional approach to solid waste management in order



C&S converted a 15-acre pear shed property into a one-stop recycling processing facility and the company's headquarters in Ukiah, CA. The facility processes single-stream recycling, green waste and scrap metal, and houses a MRF, compost building, truck maintenance shop and offices.

to optimize efficient use of various facilities. This often requires coordination and cooperation between multiple collectors and processors. "Looking beyond one's own company and striking a win-win model for all systems within a region can be a challenge," says Shea. Additionally, keeping abreast of new regulations and policies present constant challenges. The firm strives to anticipate changes and find comprehensive solutions for the communities it serves. Finally, there is the constant challenge of finding the right people to manage new operations. The company has been successful in recruiting managers from the ranks of people that they have previously worked with. This familiarity has allowed newly hired personnel to assimilate quickly and seamlessly. Keeping current on new regulations, new policy directions and emerging technologies are the primary challenges of the future. In each case, the organization strives to develop cost-effective and sustainable solutions designed for the specific needs of each community.

Future Goals

For now, C&S Waste Solutions is committed to continue filling the promise of its mission statement, which includes delivering environmentally sound, technologically advanced and cost-effective solutions, embracing innovation and forward-thinking, sustainable programs designed to achieve maximum diversion from landfills, valuing and rewarding employees for their contributions, and remaining flexible and responsive to the needs of customers and the communities served while delivering superior customer service.

The company is proud to have been embraced by the communities they serve and credits its hard working and dedicated employees for any and all accomplishments. Says Carroll, "We particularly enjoy working in rural communities because it gives us the opportunity to develop personal relationships with our customers and franchisors. We are also gratified that they have been able to help communities meet state and local waste diversion goals while developing infrastructure to meet future demands." | WA

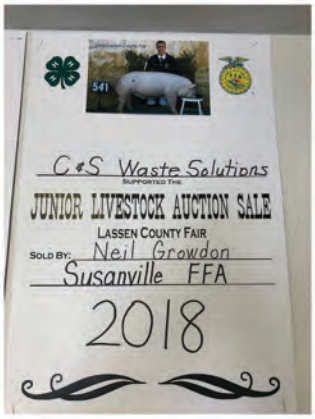
For more information, visit www.candswaste.com.

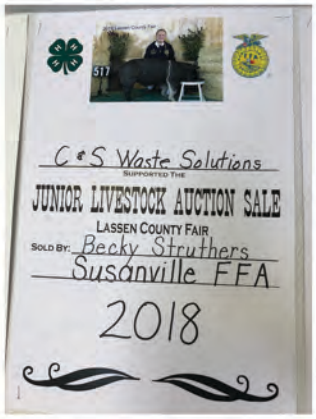


CLICK HERE FOR MORE INFORMATION!


In Memory of
ANDRE "BUTCH" HARPER
ACT
OF
KINDNESS
AWARD
PRESENTED TO
Mike And Elaina Smith
For Years Of Dedication To
The Town Of Pahrump


Presented to
Elaina Smith
In Appreciation for
Epitomizing the
Ideals of
"Service Above Self"


C&S Waste Solutions
JUNIOR LIVESTOCK AUCTION SALE
LASSEN COUNTY FAIR
SOLD BY: Neil Growdon
Susanville FFA
2018


C&S Waste Solutions
JUNIOR LIVESTOCK AUCTION SALE
LASSEN COUNTY FAIR
SOLD BY: Becky Struthers
Susanville FFA
2018


RESERVE
GRAND CHAMPION
FFA
CHAMPION
MARKET STEER
Lassen County
Fair 2017
Shown by
Nathan Egan


HONOREE
JOHN SHEA
Is Hereby Recognized As The
EARTH DAY 2013
CITIZEN OF THE YEAR
WHEREAS the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and
WHEREAS it is understood that the citizens of the global community must step forward and show leadership by their actions to create a greener economy and to address the above global challenges; and
WHEREAS a global economy can only be achieved at the grassroots and individual levels through educational efforts, public policy, private enterprise participation, and consumer activism campaigns; and
FURTHERMORE, the Town of Pahrump recognizes Earth Day to celebrate the Earth and commit to building a more sustainable and greener economy and to recognize our local citizens for their support in these efforts.
PAHRUMP
NEVADA


S Waste Solution
LIVESTOCK AUCTION SALE
LASSEN COUNTY FAIR
Nathan Egan
Susanville FFA
2017


Pahrump Valley
Presented To
C&S Waste Solutions
BUSINESS OF THE
YEAR


CERTIFICATE OF APPRECIATION
Awarded to
C & S WASTE SOLUTIONS
for your generous support and continued dedication to the students of Lassen County.
The 27th Annual Lassen County Sober Graduation Celebration reached its goal
of providing a safe and fun environment to help students make it to their future.
June 19, 2012
Richard R. DuVarney
County Superintendent of Schools
LASSEN COUNTY
OFFICE OF EDUCATION
James Hall
Sober Graduation Coordinator
choose
civility

Supporting Students for the Future

Lassen County Office of Education

472-013 Johnstonville Road North · Susanville, CA 96130-8752
530.257.2196 Fax 530.257.2518

Patricia Gunderson, Superintendent

July 3, 2018

C & S Waste Solutions
P. O. Box 360
Susanville, CA 96130

Dear Community Member:

Sober Graduation 2018 was once again a tremendous success because of the efforts of so many people. ***THANK YOU*** for your commitment to the students of Lassen County. For the past 33 years we have been able to keep students safe, and because of your generosity, we are one of the few counties left in California to host a free Sober Graduation celebration for seniors and their guests.

Approximately $30,000 in cash and gifts, including a 2013 Ford Focus (tax and license paid by Wheels West), were graciously donated and, again this year, every senior who attended received a gift.

On behalf of the students and parents of Lassen County, once again, thank you for your dedication and donations! The 2019 Sober Graduation celebration is scheduled for June 7, 2019. We look forward to working with you in our 34th year of keeping students safe and sober on graduation night.

Sincerely,

Patty

Patricia A. Gunderson
County Superintendent of Schools

James

James Hall
Sober Graduation Coordinator

PG/JH/cw
SOBER GRAD:/THANK YOU GIFT LIST LETTER 18 SHL

Thank you for your donation of
Two $25 Starbucks gift cards and
providing a six-yard dumpster.
Tax ID #94-6002674

The Susanville Symphony Society

Dear Symphony Advertiser,

I would like to thank you for sponsoring the Susanville Symphony in our 2017/2018 season program. We could not continue to provide quality performances without your support. You, our advertisers, are the back bone for the symphony and certainly instrumental to our success. With the new fiscal year quickly approaching, we are requesting that you keep the symphony at the forefront of your sponsorships.

Our dates and line up of the 2018/2019 season are:

September 22, 2018 is the fourth year of the outdoor concert. This year, we will be having a guest performer to heighten the already wonderful outdoor experience.

November 9th and 10th, 2018 will be the swing band concert conducted by Carlin Hagen and dancing to music of the 30's 40's and 50's

December 14th and 15th, 2018 is the magical Christmas concert, to be enjoyed by young and old.

February 22nd and 23rd, 2019, we are changing our venue for one concert. The United Methodist Church will be premiering their pipe organ with the symphony for an evening of Arias and Overtures.

May 17th and 18th is the ever-popular Pop's concert with an upbeat musical score theme.

Our concert program is a very high-quality publication that is seen by thousands of our patrons each season. The upscale ads showcase each and every advertiser.

If you have any questions regarding advertising, or if we ca be of any assistance to you, call the symphony telephone at 310-8111, or Ken at 252-1533. We all work very hard to keep the symphony expanding. Your advertising sponsorship helps preserve the magic of our music! Thank you for the difference you make in our tireless journey!

We thank you for your consideration.

Sincerely,

Ken Holmes
President
Susanville Symphony

P.O. Box 2172 Susanville, CA 96130 Phone: (530) 310-8111
Email: symphony@frontiernet.net Website: www.susanvillesymphony.com

P.O. Box 1461
Susanville, CA 96130
Phone: (530) 257-3252
www.lassenlandandtrailtrust.org

June 19, 2017

Damon Shea, Manager
C & S Waste Solutions
P.O. Box 360 Susanville, CA 96130

Dear Damon,

Thank you so much for sponsoring the Paiute Meadows Trail Run, on Saturday, May 13, 2017. Approximately 213 race participants with their friends and family enjoyed the event this year. Everyone enjoyed the various races and activities along with the great weather. The community spirit and enthusiasm for our region's trails were felt by all who participated in the races that day.

Your support this year was greatly appreciated by the Lassen Land and Trail Trust. Your generous in-kind donation of one dumpster, valued at $_____ was instrumental in making the Paiute Meadows Trail Run a great success this year.

Once again, we enjoyed working with you and hope to have many more opportunities in the future.

Sincerely,

Tim Garrod
President
Lassen Land and Trails Trust

THANKS Damon

Lassen Land and Trails Trust is a 501(c) (3) non-profit corporation.
Your membership or donation is tax-deductible to the full extent allowed by law.







Local Schools Recycling Education







Trunk or Treats and Local Fairs Booths



Salvation Army Angel Tree



Request for Proposal (RFP)
for
Solid Waste Collection and Disposal Franchise

RFP #21/10

OLCESE
WASTE SERVICES

125 Industrial Parkway
Mound House, NV 89706
Phone (775) 882-1647 | Fax (775) 246-3511
www.olceseservices.com

OLCESE
WASTE SERVICES

Olcese Waste Services
125 Industrial Parkway
Mound House, NV 89706
Phone (775) 882-1647
Fax (775) 246-3511

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6 Description of Proposers Experience
7 Transition Experience
8 Project Team and Resumes
9 Landfills, Recycling Facilities, and Operating Facility
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SECTION 1 – TRANSMITTAL LETTER

January 31, 2022

Ms. Nikki Bryan
County Clerk/Treasure
Lyon County
27 S. Main Street
Yerington, NV 89447

Re: Proposal for Solid Waste Collection and Disposal Franchise – RFP Number 21/10

Dear Ms. Bryan:

Olcese Waste Service, Inc. (OWS) is pleased to submit the following proposal in response to Lyon County's request for proposal for Solid Waste Collection and Disposal Franchise.

OWS is a family-owned privately held company established in 1997 providing solid waste services to communities in rural Northern Nevada. We have broad experience servicing residential, multi-family, commercial, and industrial customers in Sparks NV, Reno NV, Fernley NV, Churchill County NV, Eureka County NV, Carson City NV, Dayton NV, Stagecoach NV, Silver Springs NV. We have been successful in highly competitive non-exclusive markets where customers are free to change service providers based upon service price and service quality. This approach has led to OWS being awarded the Eureka County Franchise agreement.

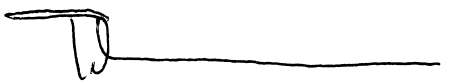
OWS would be a perfect fit for Lyon County as our Corporate Headquarters and yard are located at 125 Industrial Parkway, Mound House, NV. We currently have collection vehicles leaving Mound House and traveling through Lyon County to provide service in Churchill County and the City of Fernley daily, therefore we believe that we will be very competitive and provide the best service option for your residents and businesses of Lyon County.

Our contact person for this Proposal is:

Name:	Tillio Olcese President
Mailing address:	125 Industrial Parkway Mound House, NV 89706
Email address:	Tillio@olceseservices.com
Telephone:	775-882-1647 Ext:101 (office) 775-745-1647 (cell)
Fax number:	775-246-3511

We look forward to the RFP process and the opportunity to meet and discuss the many capabilities of Olcese Waste Services and its qualified team of professionals. Please feel free to contact us with any questions or comments.

Respectfully submitted,



Tillio Olcese
President

SECTION 2 – KEY HIGHLIGHTS OF THE PROPOSAL

Ownership and Management

Olcese Waste Services, Inc. (OWS) is a privately held locally owned and operated business by Tillio Olcese. The company was established in 1997 and Tillio Olcese is involved with all levels of management within the company to ensure that it meets and/or exceeds all of its contract obligations. Lyon County will have direct access to Tillio Olcese. which will provide for better long-term relationship and guarantee that the contract is successful and compliant.

Past Experience

OWS has been successful in the highly competitive non-exclusive markets in Sparks NV, Reno NV, Fernley NV, Churchill County NV where customers are free to change service providers based upon service price and service quality. Churchill County we exchanged 1,600 new 96-gallon carts, updated routes and residential collection trucks. OWS has been successful in Washoe County forming strong business relationships with Washoe County Health Department. As to receive a reference to provide service for Reno/Stead water treatment plant. Following a competitive procurement, Eureka County awarded OWS an exclusive franchise agreement for residential, multi-family, commercial and industrial customers. The roll out of this agreement was completed within 30 days after the contract was signed, ready for the first day of service per Eureka County Franchise contract.

Key Personnel

OWS' President started the company in 1997 with 1-roll off truck and 1-front loader truck and a few hundred bins. Since 1997, OWS has grown into one of the largest family owned and operated solid waste haulers in Northern Nevada. OWS employs over 38 employee's runs 22 trucks, dispatching out of Mound House for Eureka County NV, Churchill County NV, Sparks NV, Reno NV, Fernley NV, Carson City NV, Dayton NV, Stagecoach NV, Silver Springs NV. Under Mr. Olcese's leadership he has created an environment where all employees are unified in their commitment to our mission, vision, and values. The company's success is a result of empowering our employees to make good decisions, implement them with the ultimate goal of the opportunity for upward mobility.

Facility Description and Utilization

OWS' Corporate Headquarters is 125 Industrial Parkway, Mound House, NV 89706. With two satellite yards, one in Churchill County, NV, and one in Eureka County, NV. OWS uses our three (3) Facilities to dispatch trucks over a large service area, making trucking efficient and to meet or exceed customer needs. There is a detailed list and description of Landfills and Recyclers in Section 9. Below is a quick rundown on proposed Landfills and Recyclers that we work with.

1.) LOCKWOOD LANDFILL – 2700 E. Mustang Rd Sparks, NV 89434
2.) CARSON CITY LANDFILL – 3600 Flint Rd Carson City, NV 89701
3.) RUSSELL PASS LANDFILL – 18 Miles South of the City of Fallon NV on HWY 95
4.) EUREKA COUNTY LANDFILL – 1 Dump Road Eureka NV 89316
5.) GREEN PLANET 21 – 2255 Byars LN Sparks, NV 89431
6.) FULL CIRCLE SOILS & COMPOST – 1721 Snyder Carson City NV, 89701
7.) SCHNITZER STEEL Inc. – 490 Valley Rd Reno, NV 89431

Implementation and Compliance Plan

This Service Implementation Plan will ensure an efficient and orderly transition of Solid Waste Collection and Disposal Franchise services for the residents and businesses in Lyon County NV. As noted in the proposal, OWS has experience with transition in Eureka County NV. OWS will assign a City Liaison which will be Rick Lake (General Manager). Tillio Olcese will be the primary contact for implementation and will personally oversee the transition. Tillio coordinated the transition in Eureka County NV and the exchange of 1,600 96-gallons carts in Churchill County NV.

Customer Service

OWS' roots are in highly competitive nonexclusive franchise markets where customers are free to change providers if service quality is not maintained. Quality customer service always has been and continues to be of utmost importance to Tillio Olcese. Here the power of the personal guarantee, a OWS Core Value, is exemplified by the hands-on involvement of key management team members to ensure that every single Customer complaint or simple inquiry is resolved to the complete satisfaction of the customer. Per the RFP, our Customer Service Center will be at 125 Industrial Parkway, Mound House, Nevada 89706. We welcome Lyon County to come out and visit to see our main facility firsthand to the value in selecting us to be your provider.

Training

In the weeks leading up to starting service, we will conduct mandatory training sessions to familiarize transitioning employees with our procedures and technologies. Transitioning employees will be compensated for attending training sessions. This early activity with personnel assigned to Lyon County NV will again provide for a seamless transition with minimal disruption to the services.

Outreach and Education Plan

OWS has been able to hone our customer education and outreach skills via the Eureka, Nevada Contract. Our service representatives have built strong public relations skills and expertise with our last implementation that will be key in this implementation plan. Service representatives will use their expertise to personally assist customers and educate customers with what service best fits their service needs weather its residential, multi-housing, commercial, or industrial.

Safety and Injury Prevention

OWS has an extensive safety and injury prevention program that all employees are required to participate in as well as receive individual training that fits their job duties. OWS has been able to substantially reduce the number of workplace accidents through our rigorous training protocol and follow up training. Because safety is a core value of the company, we dedicated a complete section to this area which provides an in depth look into the safety culture we have developed and continue to enforce at OWS. Please take the time to review Section 11 for more details on our approach to safety and success.

Proposed Equipment

OWS proposes to utilize all brand-new equipment in Lyon County NV. OWS will purchase brand-new 2021/2022 residential automated side-loaders after award of contract. OWS will use front loader and roll off trucks, transfer trucks, trailers, loaders, pick-ups, and excavators with thumbs in current fleet to collect the commercial and roll-off waste at the transfer stations. OWS will also outfit each resident with brand-new Schaefer compliant automated carts at service commencement. The commercial and multi-family customers serviced by front loader bins will also receive brand new containers or refurbished prior to the start of service. We will use existing equipment in our fleet to service residential customers until the new equipment is delivered.

Employment of Prior Contractor Employees

We recognize that the employees of the current contractor possess unique knowledge of Lyon County NV and the customers therefore we believe they would be beneficial to join our team. We plan to offer employment opportunities for available positions to exiting employees of the current contractor that would otherwise be displaced. Our owners, management and employees treat each other equally and fairly and will not engage in discrimination against anyone because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner statue, sex, gender, gender identity, gender expression, or sexual orientation or as a member of any other protected class.

We will be using subcontractor, D&S Waste, in South Lyon County. OWS will basically replace the current hauler in the North Lyon County. D&S will provide two (2) transfer stations and collection as they currently do in South Lyon County Nevada. D&S will offer the 64-gallon carts, extra bags, bundles, and participate in the community clean-up programs as noted in the RFP.

We feel very confident in the D&S Waste Team in performing under this RFP.

D&S Waste Removal contact is Darrell Brown 775-277-0175.

SECTION 3 – INTRODUCTION

OWS is a family-owned privately held company established 1997 providing solid waste services to communities in rural Northern Nevada. We have broad experience servicing residential, commercial, and industrial customers in Sparks NV, Reno NV, Fernley NV, Churchill County NV, Eureka County NV, Carson City NV, Dayton NV, Stagecoach NV, Silver Springs NV. We have been successful in highly competitive non-exclusive markets where customers are free to change service providers based upon service price and service quality. This success lead OWS the Eureka County Franchise award.

OWS would be a perfect fit for Lyon County as our Corporate Headquarters and yard is located at 125 Industrial Parkway, Mound House, NV. We currently have trucks leaving Mound House and traveling through Lyon County to provide service in Churchill County and City of Fernley. In addition to the information provided in the RFP, we have provided a Section 2 titled “Key Highlights of the Proposal” which will provide a quick summary of the key points as well as some of the enhancements offered by OWS.

With OWS’ Corporate Headquarters being in Lyon County, we have spent considerable time in Lyon County familiarizing ourselves with Lyon County and its unique characteristics. We have performed route audits and observed the collection of residential sectors during current collection workdays.

OWS is confident that we are prepared and willing to provide Lyon County residents and businesses with exceptional service at a reasonable rate. We look forward to the opportunity.

SECTION 4 – CAPABILITIES STATEMENT

Olcese Waste Services Inc roots are in highly competitive nonexclusive franchise markets where customers are free to change providers if service quality is not maintained. Quality customer service always has been and continues to be of utmost importance to Tillio Olcese. Here the power of the personal guarantee, a OWS Core Value, is exemplified by the hands-on involvement of key management team members to ensure that every single Customer complaint or simple inquiry is resolved to the complete satisfaction of the customer.

What sets Olcese Waste Services apart from the competition

Our Customer Service Representatives, Management Teams are extremely dedicated to our customers. The life blood of our business.

Solution based management team

Encore Software customer management system

Encore software routing, real time customer site service GPS system.

Core Capabilities

Services Provided

Residential services: 96-Gallon cart

Multi-Family service: Front Loader (2yd, 3yd, 4yd, 6yd containers) 1-time per week to 5-times per week

Commercial Service: Front Loader (2yd, 3yd, 4yd, 6yd containers) 1-time per week to 5-times per week

Industrial Service: Roll Off Containers (10yd, 20yd, 30yd, 40yd), Compactor Hauling and Self-contained Compactor (10yd, 12yd, 20yd, 30yd, 40yd).

We have several excavators with trailers to transport equipment, and qualified operators that can be used for clean-up work throughout Lyon County.

Trucks and Equipment (as of 01/15/2022)

6-Residential Automated Side Load Trucks

2-Residential Rear Load Trucks

6-Front Loader Trucks

7-Roll Off Standard Rail Trucks

3-Roll Off Universal Rail Trucks

2-Fork Delivery Trucks (Front Loader Container Delivery)

1-Step Deck Flat Bed Trailer 40-feet Long

2-Transfer Trucks and Trailers to Transfer waste to Landfill

4-Excavators with Bucket Thumb Combo

1-Komatsu Wheel Loader with Roll Out Bucket

3-Bobcats Skid Steer Loaders with Grapple Buckets

1-Service Truck F-350

1-Yard Forklift 4,000 Pound

2-High Side End Dumps

2-Route Supervisor Pick-ups

1-Murray Equipment Transport Trailer

Fully Equipped Vehicle Maintenance Facility in Mound House, NV

SECTION 5 – RELATED EXPERIENCE BY AREA

Business Structure

Proposing Entity

Olcese Waste Services, Inc. ("OWS") is a S-corporation organized in the State of Nevada.
Nevada Business Identification Number **NV20181841074**

Financial Statements

As the proposing entity, OWS will provide the necessary financial statements as required by Lyon County NV.

Years in Operation

OWS was formed as a Nevada corporation in 1997 and is in good standing with the Nevada Secretary of State, has been in business for 25 years.

Officer

The officer of OWS is:

OWS Officer

Name	Office
Tillio Olcese	Chief Executive Officer & Chief Financial Officer

Corporate Headquarters

Corporate Headquarters: 125 Industrial Parkway, Mound House, NV 89706

Mailing Address: 125 Industrial Parkway, Mound House, NV 89706

SECTION 6 – DESCRIPTION OF PROPOSERS EXPERIENCE

We have broad experience servicing residential, multi-family, commercial, and industrial customers in Sparks NV, Reno NV, Fernley NV, Churchill County NV, Eureka County NV, Carson City NV, Dayton NV, Stagecoach NV, Silver Springs NV. We have been successful in highly competitive non-exclusive markets where customers are free to change service providers based upon service price and service quality. This success lead OWS the Eureka County Franchise award.

Although OWS is not the largest Company that will propose on Lyon County NV, we are the one company that possess all the capabilities necessary to serve Lyon County NV and meet and/or exceed the requirements listed in the RFP. OWS has developed into a company that prides itself on creating partnerships with our communities in order to ensure a high level of service at reasonable rates. We will be committed to the residents and businesses of Lyon County by offering first class services.

Eureka County Nevada Exclusive Franchise Agreement

Service Period: August 1st, 2019, to Present

Customer Types: Residential, Multi-Family, Commercial, Industrial
Collection Method: 96-Gallon Carts, Rear Load 2yd and 3yd Containers

Eureka County Contact Information

Mr. Jeb Rowley
Director Eureka County Public Works
P.O Box 714
Eureka, NV 89316
Office Number: 775-237-5372
Email Address: jrowley@eurekacountynv.gov

Churchill County Nevada Non-Exclusive Franchise

Service Period: January 1st, 2017, to Present

Customer Types: Residential, Multi-Family, Commercial, Industrial
Collection Method: 96-Gallon Carts, Front Load Containers, Roll Off Containers

Churchill County Contact Information

Mr. Jim Barbee
County Manager
155 N. Taylor Street Suit 153
Fallon, NV 89406
Office Number: 775-423-5136
Email Address: jbarbee@churchillcounty.org

City Of Fernley Nevada Non-Exclusive Franchise

Service Period: June 1st, 2013, to Present

Customer Types: Multi-Family, Commercial, Industrial
Collection Method: Front Load Containers, Roll Off Containers, Compactors

City Of Fernley Contact Information

Ms. Daphne Hooper
City Manager
595 Silverlace Blvd
Fernley, NV 89408
Office Number: 775-784-9858
Email Address: dhooper@cityoffernley.org

City of Sparks Nevada Non-Exclusive Franchise

Service Period: May 1st, 2019 to Present

Customer Types: Commercial, Industrial (Dry Solid Waste and Recycling)
Collection Method: Front Load Containers, Roll Off Containers, Compactors

City Of Sparks Contact Information

Mr. Neil Krutz
City Manager
431 Prater Way
Sparks, NV 89431
Office Number: 775-353-2310
Email Address: nkrutz@cityofsparks.us

City Of Reno Nevada Non-Exclusive for Construction Materials
Franchised for Residential, Multi-Family, Commercial, Industrial

Service Period: 1997 to Present

Customer Type: Construction sites
Collection Method: Front Load Containers, Roll Off Containers

City Of Reno Contact Information

Mr. Doug Thornley
City Manager
1 E. First Street
Reno, NV 89501
Office Number: 775-353-2400

Carson City Nevada Non-Exclusive for Construction Materials
Franchised for Residential, Multi-Family, Commercial, Industrial

Service Period: 2018 to Present

Customer Type: Construction sites
Collection Method: Front Load Containers, Roll Off Containers

Carson City Contact Information

Ms. Nancy Paulson
City Manager
201 North Carson Street, Suite 2
Carson City, NV 89701
Office Number: 775-283-7944

Lyon County Nevada Non-Exclusive for Construction Materials
Franchised for Residential, Multi-Family, Commercial, Industrial

Service Period: 2018 to Present

Customer Type: Construction sites
Collection Method: Front Load Containers, Roll Off Containers

Lyon County Contact Information

Mr. Jeff Page
City Manager
27 S. Main Street
Yerington, NV 89447
Office Number: 775-463-6531

SECTION 7 – TRANSITION EXPERIENCE

Eureka County Nevada

Following a competitive procurement, Eureka County awarded Olcese Waste Services (OWS) an exclusive franchise agreement signed on June 18,2019 for single family, multi-family, commercial and industrial customers countywide including Eureka, Crescent Valley, Diamond Valley, and Highway 278 corridor. New subscriber outreach started immediately using information provided by the county for current customers on County water service. No information was available, and no equipment was acquired from the previous hauler. New subscribers were mailed new subscriber information. OWS posted new subscription information at the Grocery Store, Hardware store, gas station, post office, social media sites and on all County bulletin boards. OWS also purchased an ad in the local paper with new subscription information. OWS provided subscribers with options on how they could signup; online, email, mail, fax number or toll-free phone number. New subscription information was also at Eureka County Public Works Office if they had any residents that came in asking questions.

New subscriptions started coming in July 1, 2019, online, email, mail and through the toll-free phone line. Immediately service representatives started reporting that the subscribers didn't know their street address or if they even had an address? Most of Eureka County residents use P.O. Boxes in Eureka County or Elko NV.

After our service representatives and subscriber figured out the address, they were put on for delivery of 96-gallon cart, or commercial container. Service representatives started asking customers for any identifying markers (mailbox, flagpole, color of house/business and street addresses). Our service representatives engaged with subscribers from the beginning, answering all questions or confirming delivery date. Our service representatives called each subscriber to verify all information received from online, email or mail-in sign-ups to ensure accuracy.

When our delivery crews encountered any problems finding an address, they would call our service representatives, who would look up the address on google maps to guide delivery crew or call the subscriber to gather more information for delivery crew. Eureka County is rural Nevada with limited internet cell service that made it a challenge to use google maps to find the subscriber's address. Service representatives were instrumental with helping delivery crews. Resistance from customers wanting to change to a new hauler was a problem that we had to overcome. However, when potential customers saw the collection vehicle on a regular basis, this problem fixed itself.

All carts and rear load containers were first delivered to OWS Office at 125 Industrial Parkway, Mound House, NV. Once OWS received delivery of the equipment we encountered a problem with the 2-yard & 3-yard rear load containers, as we had more subscribers than rear load containers. This problem was remedied with a quick call to our container manufacturer, who put together an additional load of rear load containers. Having a close business relationship with our rear load container manufacturer helped tremendously. As OWS has purchased a lot of containers and dumpsters from the manufacturer over the years.

We then delivered first half of carts and rear load containers to Eureka County Landfill for staging. While second half of carts and rear load containers were delivered to Crescent Valley Public Works yard for

staging. Deliveries were made using Ford F-350 and 24-foot stake bed truck for 96-gallon carts. 96-gallon carts were assembled in the back of the 24-foot stake bed truck as deliveries were made. All rear load containers were delivered with a 450 International Fork Truck. Decals and rear load container numbers were all put on at Eureka County Landfill and Crescent Valley Public Works yard before deliveries were made. Delivery for new subscribers started in the Town of Eureka and Diamond Valley. We delivered to subscribers in Crescent Valley last as it was a 2-1/2-hour drive from the Town of Eureka. Roll out was completed by July 31, 2019, and ready August 1, 2019, start date per Eureka County contract. OWS delivered four hundred seventy-two (472) 96-gallon carts, fifty-five (55) 2-yard, thirty-eight (38) 3-yard rear load containers.

Care has been given to the agricultural community of Diamond Valley during growing season not to make a lot of dust as it harms the crops.

Customers are serviced by one (1) 2019 Peterbilt rear loader front line truck (truck was purchased new). With one (1) 2002 CCC rear loader truck (truck was already in our fleet) as back up for scheduled maintenance on the 2019 Peterbilt rear loader front line truck.

Ford F-350 pick-up to deliver 96-gallon carts.

All customers are serviced using 1-truck with routes running 3-days per week.

Contract began August 1st ,2019

500 96-gallon carts serviced per week.

60-2-yard rear load containers serviced per week

50-3-yard rear load containers serviced per week

Residential and Commercial annual tonnage 1,732 tons.

Table 1
Eureka County Nevada Transition Experience

County	Transition Period	Customer Types	Service Performed	Container Types	Contact Information
Eureka County	July 1, 2019 to July 31, 2019	Residential, Multi-Family, Commercial, Industrial 1,800 Residents 100 Commercial	Refuse County-wide	96-Gallon Carts, 2yd & 3yd rear load containers	Mr. Jeb Rowley Director Eureka County Public Works P.O Box 714 Eureka, NV 89316 Office Number: 775-237-5372 Email Address: jrowley@eurekacountynv.gov

Churchill County Nevada

Fernandes Disposal DBA Olcese Waste Services -Churchill County NV

Unincorporated Churchill County is a highly competitive nonexclusive open market where customers are free to change providers based upon service price and quality. High quality customer service always has been and continues to be of utmost importance to Tillio Olcese and his team. OWS prides itself on creating partnerships with our communities to ensure a high level of service at reasonable rates. After purchasing Fernandes Disposal in January 2017, Fernandes Disposal DBA Olcese Waste Services (OWS), immediately went through all routes. Making sure collection was efficient with the ability to add new customers. After this was complete, next task was to update the old 96-gallon carts that didn't match the new carts that were added before the sale to OWS. OWS exchanged 1,620 96-gallon carts is 3 days. We accomplished this using a 4-man labor crew with supervision from Tillio Olcese and key management team members. Delivery crew used a 24-foot stake bed truck with a 53-foot trailer staged close by to refill the 24-foot stake bed truck with new 96-gallon carts for delivery. We also inserted a flyer reminding customers on collection days and cart set out procedures. We used a rear load garbage truck to dispose of the old carts as they were being replaced. Tillio Olcese and key management team members managed the trucks and crew to minimize the activity while the exchange was happening. Respecting Churchill County residents, we kept all work between the hours of 8 a.m. to 3 p.m. to keep street traffic and noise down. When the exchange was complete, we updated the collection from two (2) rear load garbage trucks to two (2) Automated Residential Side-Loaders (ASL). With one (1) additional Automated Residential Side-Loader as back up to use when one of the other front-line trucks is in for scheduled maintenance.

OWS service representatives were busy going though customer information given by the original owners on paper and onboarding them into Encore routing software. This was happing simultaneously as the 96-gallon carts were being exchanged.

OWS added roll-off service, front loader service in Churchill County to make Fernandes Disposal a full-service provider in this nonexclusive open market.

Servicing weekly 1,800 single family dwelling including muti-family dwellings. Using two (2) Automated Residential Side-Loaders. Two (2) Automated Residential Side-Loader as back up for Maintenance schedule of the two (2) front-line trucks.

The previous owner parked the trucks and equipment at their house. We had to get a yard in Fallon to park and stage equipment, move phone lines, move maintenance equipment, miscellaneous carts, tires, fluids, and employee files etc.

Servicing twenty (20) front Loader customers from one (1) time to five (5) times per week.
Residential Roll Off customers on call
Residential annual tonnage 2,848 tons
Commercial annual tonnage 1,090 tons.

Table 2
Churchill County Nevada Transition Experience

County	Transition Period	Customer Types	Service Performed	Container Types	Contact Information
Churchill County	January 6, 2017 To February 9, 2017	Residential, Multi-Family, Commercial, Industrial	Refuse	96-Gallon Carts, front load containers, roll off containers	Mr. Jim Barbee County Manager 155 N. Taylor Street Suit 153 Fallon, NV 89406 Office Number: 775-423-5136 Email Address: jbarbee@churchillcounty.org

SECTION 8 – PROJECT TEAM AND RESUMES

OWS' President started the company in 1997 with 1-roll off truck and 1-front loader truck and a few hundred bins. Since 1997, OWS has grown into one of the largest family owned and operated solid waste haulers in Northern Nevada. OWS employs over 38 employee's runs 22 trucks, dispatching out of Mound House for Eureka County NV, Churchill County NV, Sparks NV, Reno NV, Fernley NV, Carson City NV, Dayton NV, Stagecoach NV, Silver Springs NV. Under Mr. Olcese's leadership he has created an environment where all employees are unified in their commitment to our mission, vision, and values. The company's success is a result of empowering our employees to make good decisions, implement them with the ultimate goal of the opportunity for upward mobility.

Mission

Olcese Waste Services exists to provide quality waste and recycling services. Were the community, residents are the most important and the work is done with pride. Which the results in a clean and healthy environment for communities we serve by apply innovative solutions to the challenges of today and tomorrow.

Vision

To be the flagship company for comprehensive waste management in Northern Nevada by being the best and the healthiest place to work and innovate to deliver highest quality customer services at reasonable rates.

Core Values

Integrity

We operate with honesty and integrity in all dealings with customers, jurisdictional representatives, and each other. We do what we say, and we say what we do.

Sustainable Practices

We are committed to providing services everyday rain, snow, or shine. Have onsite maintenance staff to make sure all equipment is ready as well as having back up equipment for the unexpected. With properly trained staff to ensure services are carried out as promised to County's and customers.

Unity of Purpose

We frequently and consistently communicate our mission and performance stands to all our employees so to always operate with unity of purpose.

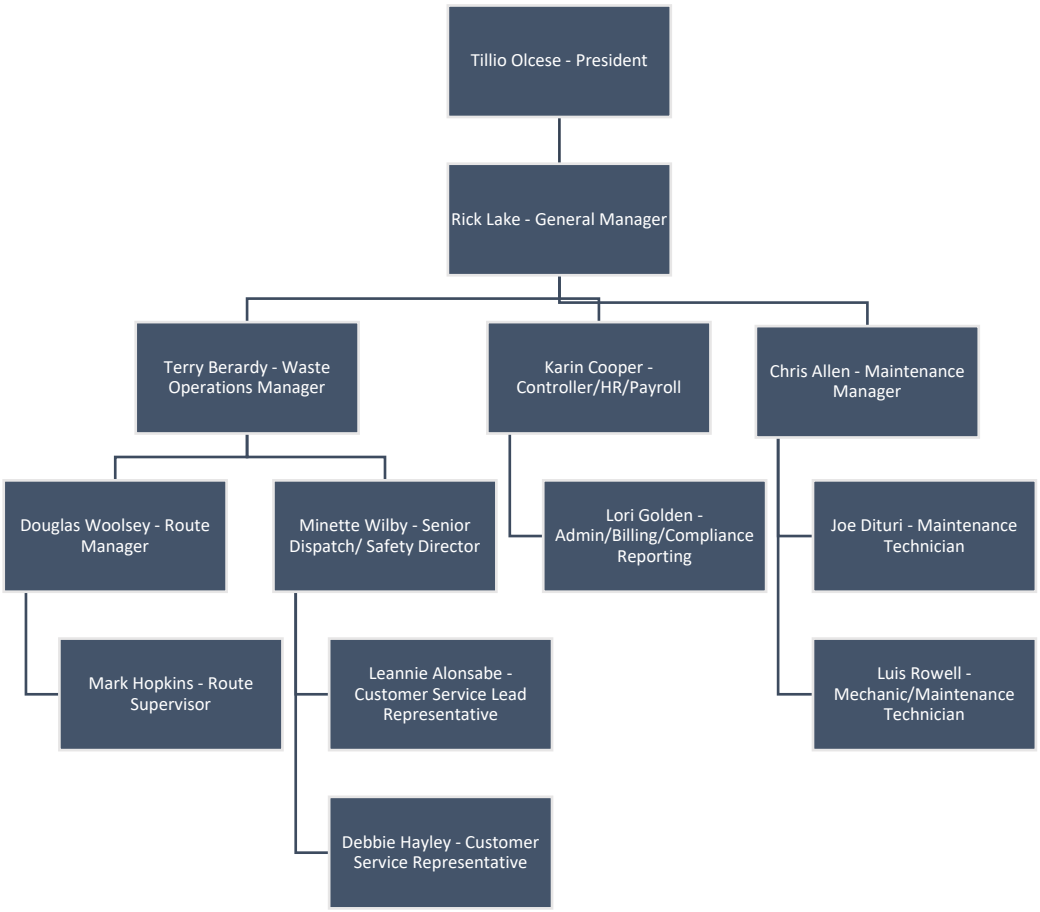
The Power of a Personal Guarantee

Our owner, key management staff give their personal guarantee that every single customer issue or inquiry will be handled to the ultimate satisfaction of the customer and the County.

Organization

Figure Below illustrates Key Management and staff.

Figure OWS Key Management and Staff



Key personnel are grouped into teams (Executive, Operations, Customer Care, and Support Services) and are introduced on the pages that follow.

Executive Team

Tillio Olcese
President
26+ years solid waste industry

The Olcese's go back three (3) generations in the garbage industry! Upon migrating from Italy to Daly City, California, Mr. Olcese's grandfather started a pig farm operation up until 1968. Mr. Olcese's father was a founding partner in Carmel Valley Disposal in the 1970's and the owner of Olcese Disposal in Daly City, California from 1985 to 1998. He grew up on the back of a garbage truck in Carmel, California that his father used to operate.

Mr. Olcese has been the owner since 1997. He relocated to Incline Village, Nevada in 1995 to attend Sierra Nevada College, where he graduated in 1996 with a B.S. Business Administration degree. After graduation, Empire Snow Removal/Empire Waste was started with one additional partner. This was a snow removal, construction, and solid waste company. The partnership disbanded in late 2001. After the partnership disbanded, Mr. Olcese moved on with his own demolition and waste hauling operation with a small office in Incline Village, Nevada and the yard at 34 Cygnet Drive located in Mound House, Nevada until June 15,2014 when the Incline Village office closed and relocated to the current location at 125 Industrial Parkway, in Mound House, Nevada.

When Mr. Olcese first started out the company only had four (4) full time employees. Since that time, he now has over thirty-eight (38) full time employees and is still expanding that number. The company has been growing since the acquisition of Fernandes Disposal in 2017 when George and Jean Fernandes decided to retire from the industry.

Mr. Olcese is verse well in all aspects of solid waste collection process and disposal including residential, commercial, industrial collection, transfer stations, vehicle maintenance, equipment specification/acquisition, transfer stations, construction, and accounting tax planning.

Mr. Olcese sits on the Government Affairs Committee for the National Waste and Recycling Association (NWRA).

Born and raised in Carmel, California during the 70's, Mr. Olcese spends his spare time enjoying golf, the beach, being a private pilot and spending time with his daughter.

Contact Information
Cell Phone: 775-745-1647
Email: Tillio@olceseservices.com

Rick Lake
General Manager
10 years solid waste industry experience

Rick is responsible for managing day-to-day operations for waste collection and recycling diversion. He also oversees all support services.

Rick is the primary contact for Eureka County, Churchill County, and City of Fernley. He has led the transition for Eureka County. Rick handles all 3rd party broker customers through Republic Services, Lincoln Waste Solutions, Waste Harmonics, New Market Waste Solutions, National Waste Associates, Waste Management National Accounts.

Rick will lead our team from transition, planning, and through start-up. Thereafter, county liaison for the term of contract after the roll out is completed.

Experience

Rick joined the company working as outside sales. Prior to assuming the role of Operations Manager in 2018, he has worked in Churchill County helping with cart exchange and routing update. Before working at Olcese Waste Services, he worked for 5-years at a material recovery facility as outside sales, he also oversaw buying and selling baled recyclables.

Contact Information
Cell Phone: 775-443-7131
Email: Rick@olceseservices.com

Karin Cooper
Controller/HR/Payroll
15+ years accounting experience

Karin started her career working at a preschool as an admin assistant, she soon discovered her interest in accounting and changed her major to study accounting. Since then, she has worked for two country clubs & golf courses as well as for the grocer's union.

Karin has vast experience in reconciliations, payment processing, customer service, collections, and financial reporting. She has an ability to learn new systems quickly and is a problem solver.

Operations Team

Terry Berardy
Waste Operations Manager
17 years solid waste experience

Terry makes sure trucking is efficient and on time safely. Oversees driver training to make sure our core values are always followed with a unity of purpose. Making sure all customer services are completed as requested. He consistently communicates with all drivers to make sure any issues are resolved, as well as meeting drivers needs to effectively do their jobs. He communicates with dispatch as well so that any stop notes are updated, or any site issues are communicated to the customer. This keeps trucking moving and makes happy customers.

Experience

Terry joined Olcese Waste Services in 2019. Prior to working with the team, he was with Tracy Delta Disposal for 14 years in various capacities (collection to transfer station management, routing). Pushing his self to learn the difference services and trucks that went with those services.

Douglas Woolsey
Route Manager

15 years solid waste industry experience.

Douglas manages residential and commercial collection services in Churchill County, and Eureka County. Douglas helped oversee the transition for Eureka as well as setting up routes and brings a positive approach to problem solving. His follow through and customer services skills are excellent. He has been with Olcese Waste Services for the past 5 years.

Experience

Douglas started in the industry at 18, hanging flyers for Republic Services in Citrus Heights, CA. While at Republic Services he worked his way up to bin delivery driver, then residential collection driver and bulky waste pickup.

Mark Hopkins
Route Supervisor
39 years transportation industry experience

Mark has been with Olcese Waste Services for 3 years. He started as a driver and quickly was noticed for his management skills and ability to lead team members.

Experience

Mark has 16 years' experience in the geothermal drilling industry, either transporting equipment or overseeing the crews. He was General Manager for his fathers' geothermal drilling company for 20 years.

Minette Wilby
Senior Dispatch, Safety Director
18 years customer service experience

Minette oversees our daily dispatch functions; routes roll off trucks and front loader collection services from our Mound House office. She also oversees residential customers and customer service representative team. Minettes' customer service skills and attention to detail made her a key team member in the Eureka County transition.

Experience

Minette has worked in the waste industry for 4 years with Olcese Waste Services and has 18 years of customer service experience. She joined the company as a receptionist, worked her way up to Senior Dispatcher.

Christopher Allen
Maintenance Manager
12 years Heavy Duty Truck and Equipment maintenance and repair experience
2 years solid waste industry experience

Chris oversees all equipment maintenance making sure trucks are ready for routes every day. This includes any small vehicles to heavy equipment. He is responsible for making sure all parts and inventory are correct and accounted for as well as overseeing maintenance technicians. He manages the fleet for all 3 locations Mound House, Churchill County, and Eureka County. Chris joined our team in 2020 and has been a great asset to Olcese Waste Services.

Experience

Prior to working for Olcese Waste Services, he was at Cyclone Transport as shop foreman. Chris has 7 years working for his father maintaining and repairing heavy tow trucks.

Customer Care Team

Lori Golden
Admin, Billing, Reporting
5 years' experience Accounting

Lori is responsible for Accounts Payable for all vendors, reporting and collections. She is experienced in QuickBooks, Microsoft Excel, Microsoft Word, EPIC, NAPS.

Experience

Lori started her career working for PacBell working in the Yellow Pages division managing the different cities yellow pages, worked for Disneyland, and then moved into patient billing working for several different hospitals. She also worked for the state of Nevada in various division handling accounts payable and receivable.

Lori attended Cypress College, Brigham Young University and Anaheim School of Continuing Education.

Leannie Alonsabe
Customer Service Lead Representative

Leannie leads our customer service representative team, coaching and training to make sure all details are noted for residential customers from our Mound House office. She is in constant communication with dispatch and our Customer Service Representatives. Making sure our core values are always followed with a unity of purpose.

Experience

Leannie has worked in the waste industry for 3 years with Olcese Waste Services and has 27 years of customer service experience working in other industries. Her background experience in customer service has helped customers to transition smoothly gathering detailed information to establish their account.

Experience highlights: Enhance team performance and maximize customer satisfaction by strategically managing calls and implementing process improvements. Talented leader offing top notch abilities in program management, interpersonal communication, and administrative oversight. Successful at training and mentoring employees to promote culture of collaboration and continuous improvement.

Debbie Hayley
Customer Service Representative
5 years customer service experience

SECTION 9 – LANDFILLS, RECYCLING FACILITIES, AND OPERATING FACILITY

Landfill & Recycling Facilities and Utilization

Lockwood Regional Landfill (Refuse, Inc.)
Management Facility (Disposal)
2700 East Mustang Road
Sparks, NV 89434
Phone Number: 775-342-0401
Hours of Operation: Monday through Saturday 6am to 5pm Closed on Sunday
Accepted Materials
Construction & Demolition Debris
Drum Management-Liquids
Industrial & Special Waste
Liquifix (Solidification Services)
Municipal Solid Waste
Yard Waste

Carson City Landfill
3600 Flint Rd
Carson City, NV 89701
Phone Number: 775-882-6066
Hours of Operation: Monday through Saturday 7:30am to 5pm Closed on Sunday
Accepted Materials
Construction & Demolition Debris
Drum Management-Liquids
Industrial & Special Waste
Municipal Solid Waste
Yard Waste

Russell Pass Landfill
Churchill County NV
18 miles south of the City of Fallon NV on Hwy 95
Phone Number: 775-423-3040
Hours of Operation: Monday through Friday 7:30am to 3pm Closed Saturday and Sunday
Accepted Materials
Construction & Demolition Debris
Drum Management-Liquids
Industrial & Special Waste
Municipal Solid Waste
Yard Waste

Eureka County Landfill
1 Dump Road
Eureka, NV 89316
Phone Number: 775-237-5372
Hours of Operation: Open 7-days per week 8am to 12 and 1pm to 4pm (Closed for lunch)
Accepted Materials
Construction & Demolition Debris
Drum Management-Liquids
Industrial & Special Waste
Liquifix (Solidification Services)
Municipal Solid Waste
Yard Waste

Green Planet 21
2255 Byars Lane
Sparks, NV 89431
Phone Number: 775-358-3000
Hours of Operation: Monday through Friday 7am to 4pm (Closed Saturday and Sunday)
Accepted Materials
Cardboard, paper, and clean clear plastic films
Volume Capacity 500 tons per day

Full Circle Soils & Compost
1721 Snyder Avenue
Carson City, NV 89701
Phone Number: 775-267-5305
Hours of Operation: Monday through Friday 8am to 4:30pm (Closed Saturday and Sunday)
Accepted Materials
Green Waste

Schnitzer Steel Inc
490 Valley Road
Reno, NV 89512
Phone Number: 775-322-1750
Hours of Operation: Monday through Friday 7:30am to 3:30pm (Closed Saturday and Sunday)
Accepted Materials
Ferrous and Nonferrous metals

Operating Facility

Olcese Waste Services

Headquarters Customer Service Center 125 Industrial Parkway, Mound House, NV 89706
Customer Service Center, Billing, Franchise Administration, Public Relations, Fleet Maintenance
Satellite Yard: 6955 Reno Hwy #8315, Fallon, NV 89406
Satellite Yard: 1 Dump Road, Eureka, NV 89316

SECTION 10 – IMPLEMENTATION AND COMPLIANCE PLAN

Introduction

This service implementation plan will ensure efficient and orderly transition of solid waste collection and disposal services for residents and businesses in Lyon County by June 24, 2022.

Tillio Olcese will be the primary contact for implementation and will personally oversee the transition to ensure efficient and orderly transition of solid waste collection and disposal services for residents and businesses, here is the power of the personal guaranty. After implementation OWS will assign a County Liaison which will be Rick Lake.

For the purposes of the timeline, it is assumed that Lyon County Commissioners will award the Franchise Agreement on March 3, 2022, and that service will commence on July 1, 2022.

Pre-Award Activities

Proposal Clarification

At the convenience of Lyon County's evaluation team, OWS will respond to question about our proposal and provide supplement information in a timely manner to ensure that Lyon County can meet the timeline established in the RFP.

Negotiation

OWS has reviewed the proposed franchise agreement for Lyon County and we have one (1) exception on weight limit from 75 pounds to 50 pounds. We will negotiate the final terms and conditions of the Franchise Agreement in good faith and in a timely manner.

Award Activities

Contract Award

Our executive team will be present in-person to ensure that we meet the timeline established in the RFP. Our Executive Management team includes the Tillio Olcese and Rick Lake.

Execution of Agreement

Within five (5) calendar days following award of the contract, our executive team will be prepared to execute the Agreement and provide all supplemental exhibits and forms.

Proposed Transfer Stations

OWS is proposing one (1) transfer station in Silver Springs on Davis Street, 4,800 SF building with drop off area for tires and recycling as required by Lyon County RFP. The transfer station will operate 5-days a

week. Starting day one of the contract, OWS will operate the current low volume transfer station in Silver Springs until out our main Silver Springs facility is up and running.

OWS is proposing a second transfer station on Sutro Street in Dayton mirroring the same design layout as Silver Springs transfer station operating 5-days a week.

We estimate fourteen (14) months for the Silver Springs site to be operational for residents and businesses and about eighteen (18) months for the Dayton site.

OWS is proposing a small transfer station at 125 Industrial Parkway to be built immediately after contract award. This facility will be operational July 1, 2022. We are open to negotiating a larger transfer station in Mound House in leu of a Dayton Transfer Station.

Punch cards will be mailed out with the first bill to be used. Punch cards are for current customers and for 1-yard increments.

We have experience with building in Lyon County. We recently completed a 10,750 square feet addition to our corporate headquarters and understand the challenges in building in today's environment including water rights, fire sprinklers, soil conditions, and tight labor market.

Transfer Station Operational Plan

OWS proposed transfer stations will operate as requested in the Lyon County RFP. Transfer station rates are located in Section 16. All transfer stations will accept MSW, construction and demolition (C&D), heavy materials, dirt, rock, sod, and concrete. In addition, transfer stations will have freon recovery service available. As described in the Lyon County RFP each transfer station will have a free recyclables drop off such as paper, cardboard, newspapers, magazines, plastic resins 1 through 10, aluminum, and tin. No cost disposal of car batteries, drop off of up to 3-gallons of anti-freeze, and up to 5-gallons of waste oil. Waste oil and anti-freeze will be pumped at transfer stations and hauled to the Bay Area for recycling.

Handling of Recyclables

All paper recyclables (paper, cardboard, newspapers, magazines) will be taken to Green Planet 21 for further processing and returning to the commodities market.

All metal recyclables (ferrous and non-ferrous) will go to Schnitzer Steel Inc. for further processing and returning to the commodities market.

Tire Handling and Processing

Tires collected at transfer stations will be hauled to our main yard in Mound House for further processing. We will use our shear to quarter/shred tires for further disposal.

Recruiting

Job Announcement

Following the award of the franchise agreement by Lyon County, our representatives will post, and distribute an Employment Announcement for employees of the current service provider who may be displaced due to the change in contractors. The announcement will provide details on a proposed job fair where OWS representatives will be available to answer questions, describe pay and benefits and offer employment. Our goal would be to employ any and all displaced workers from the current service provider.

New Employee Orientation

We will host a mandatory New Employee Orientation for each prospective qualified individual that joins our team. The Orientation will be held approximately six (6) days before we commence services in order to ensure a safe and smooth transition. Employees will be compensated for attending the orientation.

Transition Activities

Customer Support Activities

Customer Service Representative Training

In the weeks leading up to the start of service, reference materials for use by our Customer Service Representatives will be prepared and the Customer Service Representatives will undergo training before education and outreach activities commence so that they are prepared to receive and respond to Customer inquiries. This is an area that OWS has developed with the transition in Eureka County and has been the key to a smooth and seamless transition. We will work diligently with our CSR's to make sure that are ready to address question during and after the transition.

Customer Record Management

We will solicit customer information from the outgoing contractor and Lyon County in order to maximize the accuracy. If we can start with an accurate data base of information, we will have a successful transition. OWS worked successfully with Eureka County during their transition so we are confident that the transition will go smoothly in Lyon County.

Subscriptions

We will mail subscription reservation forms to each Residential Customer and Business to determine the Customer's preference of cart size, quantity, commercial container sizes, and confirm billing information. Customers who do not respond with their subscription preferences will not be assigned a subscription.

Outreach Activities

We will employ a multi-faceted approach to our public outreach campaign to help residents and businesses comply with the new subscription requirements and gain the most from our services. Below is

a list of media we will use to provide for a successful implementation. This will be the first thing that OWS will initiate upon contract execution.

Website

As the recommended service provider, we will prepare a web page to illustrate our approach to public outreach. This web page will initially be available for private review by Lyon County officials and will go public after Lyon County approves the Agreement. This will be a place where residents and business can go to receive up to date information in real time. This will have an online sign-up form available to residents and businesses to use.

Social Media

After award of the agreement, we will initiate and continually utilize traditional social media outlets to inform our followers about our services and educate them regarding policies, procedures, and franchise requirements. We have found this type of communication is very effective and provides excellent data for the residents and businesses.

Brochures

For service roll-out, we will distribute professionally prepared literature designed to: welcome customers, explain our services, collection days, announce service, holiday schedules, location of customer service center, describe franchise requirements, and how to place extra waste curb side. This brochure will be tailored to Lyon County, programs and provide detailed information on all services.

Town Hall Meeting

Prior to the start of service, we will host a town hall meeting to introduce ourselves to the community and describe services and franchise requirements. OWS believes this is a good way to get out in front of the community so they can put faces with the name of the company. OWS is prepared to provide for multiple town hall meetings if necessary.

Neighborhood Organizations

Prior to the start of service, we will seek out neighborhood organizations to arrange to meet with residents in a more intimate multi-lingual setting to explain our services and franchise requirements.

A special emphasis of this outreach will be directed to owners and managers of multi-family complexes.

Business Organizations

We will arrange to meet with members of business organizations to explain our services and franchise requirements. We will mail them literature about the transition explaining service types, etc.

Operational Activities and Equipment

Training

In the weeks leading up to starting service, we will conduct mandatory off-hour training sessions to familiarize transitioning employees with our procedures and technologies. Transitioning employees will be compensated for attending training sessions. This early activity with the personnel assigned to Lyon County will again provide for a seamless transition with minimal disruption to the services.

Routing

We will optimize the collection routes with our current computerized routing system and onboard devices that provide each driver all needed information for each stop including turn-by-turn directions. These data driven driver assists will enable our drivers to complete routes error free. We will work to match the existing routes deployed by your current service provider to minimize the disruption to the customers.

Collection vehicles used in Lyon County will be equipped Encore software. This latest technology provides us with turn-by-turn review of the driver's activities as well as a camera system that provides documentation of our services and records the driver's daily performance. We use Encore with current operations.

Carts

Following execution of the agreement, we will place the order for the carts to be distributed to Residential and Commercial customers receiving individual 64 or 96-gallon cart.

Each residential and commercial customer utilizing cart service will receive a new cart starting six (6) weeks before contract start date finishing distribution June 24th. All carts are gray in color with the Olcese logo, hot stamped in white, that will also include the local telephone number (775) 882-1647.

Each new cart distributed curbside will include a securely attached welcome packet in a weather resistant pouch providing the customer with details on the upcoming program including cart placement at curb on collection day and the day of the week their collection is to occur.

Cart distribution will take 5-weeks to complete. Carts will be delivered no later than June 24th. This assumes that everybody is signed up by June 1, 2022.

Distribution teams will be using a 24' box van truck to distribute the carts. Crew size: One (1) Driver; Two (2) Cart Unloader/Builder (install wheels); Insert Flyer; and one (1) person verify address. We will propose two (2) teams to distribute carts – cart distribution will be scheduled to optimize crews time. Commercial front loader container will be distributed starting June 1, 2022 using our container delivery trucks.

Carts container will be staged at 125 Industrial Parkway, Mound House, Nevada.

Commercial Bins & Roll-Off Containers

We currently maintain a working inventory of commercial bins and roll-off containers (decaled with Olcese Logo and local telephone number (775) 882-1647) to meet the needs of our existing Customers. Following execution of the agreement, we will place orders for additional commercial bins and roll-off boxes if necessary, so that we have a sufficient number of containers to satisfy the needs of the customers.

OWS will procure additional containers if necessary and coordinate delivery of our containers. This approach eases the coordination of container removals and deliveries, works best with limited enclosure space and makes for a seamless transition for the Customer.

RESIDENTIAL CART DESCRIPTION

Manufacturer

Carts provided by OWS will be two-wheeled industry standard carts manufactured by Schaefer Waste. All carts shall be equipped with 2 wheels mounted on a steel axle, handles integrally molded as part of the cart body, and permanently attached lids. Carts come with a 5-year manufacture warranty. We have used Schaefer carts for Fallon and our Eureka operation and have had great success with Schaefer.

Cart Sizes

Subscribers utilizing cart service will have a choice of two (2) cart sizes

64-gallon (80-pound minimum load capacity; and,
96-gallon (180-pound minimum load capacity.

Residential service includes extra bags and bundles. Service capped at 50-pounds.

Cart Condition

All carts provided to customers at the inception of service will be newly manufactured and unused.

Subsequently, carts provided to customers as additions or replacements may be refurbished carts in good serviceable condition and steam cleaned so as to be free of debris and contaminants after our initial roll out.

COLLECTION VEHICLE DESCRIPTION

Collection Vehicles

OWS will deploy a compliment of new vehicles to perform the collection work in the Franchise Agreement for the residential and use current equipment in the fleet for the balance of the contract.

Delivery of new collection vehicles requires a lead-time of approximately 9-months

Residential (Cart Service) Collection Vehicles- Peterbilt 520 with Labrie Side Loader Body
Commercial (Bin Service) Collection Vehicles- Peterbilt Front Loader
Roll-Off Collection Vehicles- Peterbilt Roll-Off Trucks
Miscellaneous Vehicles-Fork Trucks, Delivery Vehicles

We will use side loaders from our existing fleet to service customers until the new units arrive. We are proposing an automated collection program with manual collection of bags or bundles in the North. D&S waste will use the current rear loaders in the South along with manual collection of bags or bundles.

Safety Features

Our collection vehicles will be equipped with a 5-camera safety monitoring system, with Encore software. Encore Software will monitor drivers, driving habits, speeds, and hard braking. The 5-camera System also provides the driver with a 360-degree view of the truck from his cab for increased safety.

Neighborhood Clean-up Program

After reviewing the draft agreement, OWS proposes to handle the clean-up program as required in the RFP using two front loader trucks equipped with carry cans in the North County and rear load trucks in the South end of the County.

Community clean-up weeks are scheduled the first full week in November and first full week in June.

This event is county-wide with the first event in November 2022.

This will be a two-person crew on the collection trucks. Weight limit is set at 70-pounds maximum per item.

County Clean-up Service

OWS has a vast amount of roll-off trucks and containers to meet the needs of County Clean-ups. Both in the North County as well as the South County (Mason and Smith Valley).

SECTION 11 – SAFETY

Workers Compensation Experience Modification (Exmod) for the business and or subsidiaries operating in Nevada.

Total Recordable Injury Rates (TRIR) for past 5 years, for each establishment working in Nevada

Company's Safety Program

Accidents are caused, they do not just happen. Therefore, we believe that nearly all accidents are preventable. Accidents destroy manpower and material resources. They are a waste of assets that we cannot afford to waste. Because accidents are both preventable and wasteful, we want all employees to join with us and participate in an aggressive, effective, and continuing accident prevention and control program.

To the best of our ability, we provide the best equipment, the safest facilities, and necessary people to accomplish all our tasks safely and economically.

The real power behind production without accidents is personal concern and motivation. We expect each supervisor and every single employee to participate in the program. The prevention of accidents is not someone else's concern, it is our concern and our employees' concern. We expect supervisors to provide for the prompt and aggressive investigation of accidents and near misses, to determine their causes. We expect personal and prompt corrective action to be taken after each accident. Further, periodic safety inspections are performed of each work area to determine what corrective actions must be taken to insure a safe and healthful working environment.

Each employee is, to a large degree, directly responsible for, and in control of, his personal safety both on and off the job. To promote the individual safety of each of us and those with whom we come in contact with, rules and regulations must be adhered to.

We expect each employee, from our most senior to our newest trainee, to always comply with these regulations. These safety regulations are designed with but one objective in mind, to keep from getting hurt and to avoid hurting others.

The price of accidents and injuries in human suffering and in dollars and cents is high and rising. It can only be stopped and reduced if everyone knows, accepts, and fully carries out accident prevention as his/her own personal responsibility. In order to reach the goal of having an accident-free work environment, OWS has created its workplace safety program. The program is comprised of many parts. These parts include:

The pre-hire process • The new hire process/safety orientation • New hire mentoring • Safety program implementation • Personal Protective Equipment • Training • Evaluation/Observations • Inspections • Accident Investigations and Corrective Actions • Record Keeping

Pre-hire Process

Before someone is hired as a team member at OWS, they are interviewed and evaluated by experienced staff members to assure that they are not just technically qualified for the position they are applying for, but that they also have the proper mindset to want to work safely and professionally. This creates the base for a safe employee.

New Hire Process

All new OWS employees undergo a New Hire Safety Orientation on their first day of employment, regardless of their position in our organization. Any position in any workplace has inherent hazards and therefore a new hire orientation prepares new employees with the knowledge to recognize work related hazards of all types, as well as how to mitigate or eliminate them. Knowledge is a powerful tool in injury prevention, therefore learning about our safe practices, policies and programs is important. The safety orientation is normally performed by a member of the Safety Department and covers various topics, such as our Injury & Illness Prevention Program, Lockout/Tagout, First Aid basics, Fire Prevention and Extinguisher use, Heat Illness Prevention, Personal Protective Equipment, etc.

New Hire Mentoring

New hires also go through some level of mentoring by other skilled and experienced employees in their departments. Not only do they first get to observe and acclimate to their positions, but they are also mentored on how to perform their duties safely. This is an important stage for all new hires because they get the opportunity to learn how to perform their duties safely from someone else who has performed similar duties for years. For example, for drivers, the mentoring involves a period of ride-a-longs with an experienced driver that will observe driving skills, vehicle inspections and overall job performance. It also helps remove some of the anxiety of working in a new position, which allows the individual to better concentrate on his/her tasks.

Safety Program Implementation

In order to develop a safe work environment, OWS has created safety programs to help set the structure for developing safe work practices and also for complying with OSHA standards. Safety programs are living documents and must not only be developed and implemented, but also modified from time to time to remain current with regulations or to adjust to changes in work related hazards. Typical safety programs at OWS include:

• IIPP • Heat Illness Prevention • Emergency Action Plan/Fire Prevention Plan • Hazard Communication • Hazardous Waste Identification • Infectious Disease & Response Plan • Hearing Conservation Program • Energy Control (lockout/tagout) • Code of Safe Practices • Hot work Program

Personal Protective Equipment

Whenever administrative controls or engineering controls are not enough to eliminate a hazard, then we must consider personal protective equipment (PPE) to further protect our employees. Typical considerations for protecting our employees are the nature of the hazard, such as dust or abrasion hazards, as well as the part of the body that may be affected. PPE is carefully selected for our employees in order to provide them a product that will offer them the appropriate level of protection, while also offering comfort and mobility. Examples of PPE used at OWS for certain parts of the body are as follows:

• Head Protection: Hard hats, Welding caps • Face and Eye Protection: Face shields, Safety Glasses, Goggles, Cutting Glasses, Welding Hoods • Respiratory Protection: Cloth masks, KN95s, N95s • Hearing Protection: Ear Plugs, Earmuffs • Body Protection: Uniforms, Welding Leathers, Tyvek Suits, Denim Sleeves • Hand Protection: Leather gloves, Nitrile Disposable Gloves, Nitrile Coated and Rubber Coated Abrasion Resistant Gloves • Foot Protection: PVC boots, Safety Toe Boots

The aforementioned PPE is provided at no cost to our employees and is replaced as necessary to keep our team injury free while working with various commodities, surfaces and environments.

Training

As mentioned previously, the more knowledgeable an employee is regarding how to perform his/her job safely, the less likely it will be that he/she will suffer a work-related injury. Our employees therefore receive new hire safety training on their first day of employment, on-the job training, and regular safety training in the form of weekly safety meetings. The safety meetings not only cover regulatory topics such as Heat Illness Prevention or PPE, but cover function specific topics such as proper lifting techniques or distracted driving. In the following list are examples of other topics covered during the safety training sessions:

Slips and Falls • Driving in the Rain • Blind Spot Awareness • Covid Prevention • How to Inspect a Fire Extinguisher • Emergency Procedures for Load Fires • Backing Safely • Staying Hydrated • Rodent, Snakes, and Insects • Lithium Battery Fire Safety • Cell Phone Distractions

As you can see from this small sampling of topics, the variety spans the safety spectrum. Additionally, certain employee groups also receive specialized training such as forklift and aerial lift certification training and our drivers attend Smith System Defensive Driving training.

Evaluation/Observations

Informal safety and performance evaluations are performed on a daily basis by supervisors and lead employees while their team members are in the field, servicing customers or while working. This allows for lead and supervisory personnel to evaluate the safe work habits of their peers. If areas of improvement are observed, they bring them to the individual's attention right away in order to prevent an injury. Additionally, our management team may also select certain individuals for more formalized observations either for random assessments or for post incident reviews. These observations are documented on a specific safety observation form. Individuals are observed for safe work habits and are then provided with feedback on both positive actions as well as areas for improvement. This type of activity helps to strengthen the concept that workplace safety is always an important consideration in any task and promotes discussion of safe work concepts.

Inspections

Safety inspections are part of a regular process to look for safety hazards and if found, to develop corrective actions to mitigate or eliminate them promptly. On the day-to-day level, drivers and equipment operators perform daily vehicle and equipment inspections to assure that prior to using these units, that they are safe for operation. If they discover an out of service safety item such as a non-functioning backup alarm, the unit is taken out of service until repaired. Additionally, facility personnel perform daily informal walkthrough inspections of their work areas to address hazards prior to the start of their workday. On a monthly basis, a member of the maintenance Department also performs a documented safety inspection and prepares a report with his/her findings and distributes it to the Maintenance manager for the correction of any noted deficiencies.

Accident Investigations and Corrective Actions

On occasion, a situation may arise which leads to the undesirable consequence of an incident, such as an auto accident or of an injury. Since most incidents and injuries are preventable because they are caused by an unsafe act or unsafe condition, whenever such an occurrence takes place, it is important to investigate its cause. It is the OWS practice to have a supervisor investigate an injury or incident immediately. If the incident occurs offsite, the supervisor will drive to the scene to assure that any injured parties are taken care of and to gather as much evidence as possible before the scene is disturbed. All incidents undergo a root cause investigation to determine to true cause and therefore to determine the appropriate corrective action. Investigations are documented initially via the OWS 6 Hour Report and documented further as deemed necessary.

Recordkeeping

Records that document the implementation of our safety programs will be maintained by the Safety Department. These records will be maintained for the appropriate time frames and consist of:

OSHA Logs • Inspection Reports • Investigation Files • Safety Training Records• Medical Surveillance Records • Exposure Records

These records are typically confidential in nature and maintained for in-house use and only released to appropriate authorized personnel or authorized agencies.

Currently OWS follows any/all inspection requirements (pertaining to our business type) set forth by Nevada Highway Patrol – CVO as well as the Department of Transportation, and FMCSA Clearinghouse.

Out of Service Criteria

OWS adheres to FMCSA/CVSA North American Standard of Out of Service Criteria. In the event that a defect is discovered/reported and is identified as an Out of Service defect based on the North American Standard of Out of Service Criteria, the unit is placed Out of Service until safely repaired.

Fleet Maintenance software- (Encore)

Olcese Waste Services utilizes an app based Maintenance Software system (Encore) to track and monitor vehicle inspections performed by both drivers and inspector qualified maintenance personal.

Driver vehicle inspection report(s)

Driver pre and post trip Inspections are submitted digitally twice a day through Encore. Drivers have the ability to comment as well as photograph any defect found on their inspection form at the time of inspection. Following the completion of a drivers pre/post trip inspection, Encore notifies, via email, Maintenance Manager of any reported defect, providing maintenance staff the ability to see reported defects in real time.

Maintenance Vehicle Inspections

Vehicle Maintenance inspections are performed every ninety days in accordance with the NDOT set forth and monitored by the Nevada Highway Patrol. Maintenance inspections are performed digitally using Encore and defects are emailed in real time to the Maintenance Manager. Technicians have the ability to comment, and/or submit a photograph of any defect discovered at the time of inspection. If a discovered defect falls under the Out of service Criteria the vehicle is placed Out of Service until safely repaired.

Transfer Station Safety Program

Our transfer station safety program starts by training the station attendant on where the various wastes go. Examples include motor oil in the correct tank, anti-freeze in the appropriate tanks, safe equipment operation including walk around inspections, checking fluid levels, and proper load out of trailers. Other facility safety practices that we will train the employee is to ensure a safe facility to keep a pile of solid waste in front of the pit. Extensive lighting on the equipment, to see, this is for early morning moving transfer truck load outs.

Additional transfer station safety will revolve around proper signage, directing customers on where material is to be placed, no smoking, no salvaging, etc.

Other transfer station practices that have worked for us in the past is not to have too much waste, stock-piled example (tire delivery) schedule transfer trucks according to volume. High volume days = more trucks, low volume days = low number of transfer trucks.

SECTION 12 – OWNERSHIP

Business Structure

Proposing Entity

Olcese Waste Services, Inc. ("OWS") is a S-corporation organized in the State of Nevada.

Financial Statements

As the proposing entity, OWS will provide the necessary financial statements as required by Lyon County NV. Enclosed are the 2021 audit financials. 2022 financials have been ordered, due to COVID and time constraints. We are unable to obtain audited finances for 2022. As of RFP submittal they have been ordered but not completed.

Years in Operation

OWS was formed as a Nevada corporation in 1997 and is in good standing with the Nevada Secretary of State.

Officer

The officer of OWS is:

OWS Officer

Name	Office
Tillio Olcese	Chief Executive Officer & Chief Financial Officer

Corporate Headquarters

Corporate Headquarters: 125 Industrial Parkway, Mound House, NV 89706

Mailing Address: 125 Industrial Parkway, Mound House, NV 89706

SECTION 13 – INSURANCE AND FINANCIAL INFORMATION

Insurance Information

We will meet insurance requirements in the RFP. Our insurance broker is:

MMT Insurance Services
A Gallagher Company
419 Flint Street
Reno, NV 89501
Office Number: 775-787-9444
Fax: 775-787-9447
Nick Ratto: Cell 530-545-0384

Financial Information

Our CPA is:
VT & Associates
Roberta Harris
3470 GS Richards
Carson City, NV 89703
Office Number: 775-283-4925

Financial Institution
Heritage Bank
Rick Chambers
4222 S Carson Street
Carson City, NV 8970
Office Number: 775-881-1134

Equipment Financing

1. Equipment Financing for New Carts/Containers and Collection Vehicles will be completed by the following:
   a. Cash on Hand
   b. Line of Credit
   c. Bank Loans

Transfer stations land/building and associated infrastructure will be financed by SBA 504 Loans that will be underwritten by Heritage Bank.

We are more than confident that financing will be obtained for this project. We have been in communication regarding this project with our banker and consultant regarding financing aspects.

SECTION 14 – REFERENCES

Eureka County Contact Information

Mr. Jeb Rowley
Director Eureka County Public Works
P.O Box 714
Eureka, NV 89316
Office Number: 775-237-5372
Email Address: jrowley@eurekacountynv.gov
See Letter of Reference

Churchill County Contact Information

Mr. Jim Barbee
County Manager
155 N. Taylor Street Suit 153
Fallon, NV 89406
Office Number: 775-423-5136
Email Address: jbarbee@churchillcounty.org
See Letter of Good Standing

City Of Fernley Contact Information

Ms. Daphne Hooper
City Manager
595 Silverlace Blvd
Fernley, NV 89408
Office Number: 775-784-9858
Email Address: dhooper@cityoffernley.org
See Letter of Good Standing

Washoe County Health Department

MR. Luke Franklin
Senior Environmental Health Specialist
1001 E. Ninth Street, Bldg. B
Reno, NV 89512
Office Number: 775-328-2642
Email Address: lfranklin@washoecounty.gov

Carson City

Mr. Rick Cooley
Public Works Department- Operations MGR
3505 Butti Way
Carson City NV, 89701
Office Number: 775-443-5352
Email Address: rcooley@carson.org
See Letter of Good Standing

Republic Services Contact Information

Mr. Richard Vance
SR. MGR., Souring
14400 N. 87th Street Suit 200
Scottsdale, AZ 85260
Office Number: 480-627-2751
Email Address: Rvance2@republicservices.com

Waste Harmonics

Mr. Jeff Johnson
Vendor Relations MGR
7620 Omnitech Place, Suite 1
Victor, NY 14564-9413
Office Number: 585-433-9048
Email Address: jjohnson@wasteharmonics.com

Trade Groups

We are members in good standing with the following solid waste management trade groups, RRCC and NWRA.

Resource Recovery Coalition of California (RRCC)

Ms. Trish Roath
Executive Director
1121 L Street
Sacramento, CA 95814
Phone 916-444-2772
Trish@ResourceCoalition.org

National Waste & Recycling Association (NWRA)

1550 Crystal Drive, Suite 804
Arlington, VA 22202
Phone: 800-424-2869 / 202-244-4700
Email: Membership@WasteRecycling.org
Abby Blocker, Cell Phone 912-515-8022

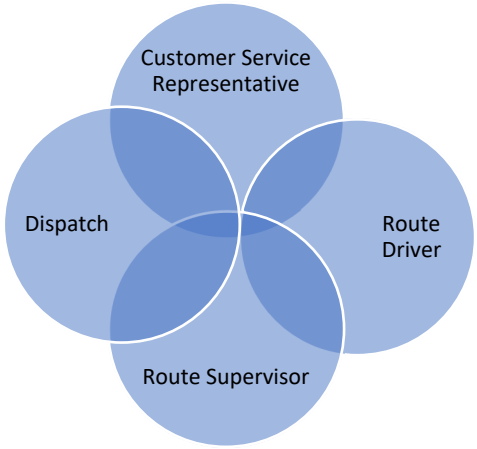
SECTION 15 – CUSTOMER SERVICE

OWS roots are in the highly competitive nonexclusive franchise markets where customers are free to change providers if service quality is not maintained. Quality customer service always has been and continues to be of utmost importance to Tillio Olcese. Here the power of the personal guarantee, a OWS Core Value, is exemplified by the hands-on involvement of the key management team members to ensure that every single Customer complaint or simple inquiry is resolved to the complete satisfaction of the Customer.

Our Customer Care Model
Customer-Initiated Contacts

At OWS, Customer service is a team effort. The 'Customer Service Representative team' consists of our Customer Service Representatives, our Dispatcher, our Route Supervisor, and our Route Drivers.

OWS Customer Service Representative Team



Our **Customer Service Representatives** receive Customer calls, message chats, and emails. They are well versed in policies and procedures and able to answer questions. If a customer contact involves a service issue, a Service Order is generated through Encore. A central figure of the Customer Service team is our Dispatch Office. Dispatch assigns service orders to the appropriate route, monitors the status of open orders, and closes them out when completed. Route Drivers receive service orders on their on-board screen, perform the work, and log the Service Order action taken.

Route Supervisors are our quality control inspectors. They follow-up to see that service orders are fulfilled in a timely and quality manner. If warranted by the nature of the contact, the Route Supervisor will make in-person contact with the Customer to ensure satisfaction.

Driver-Initiated Reports

Our Customer Care model works in reverse as well.

Drivers report to Dispatch when there is an issue with service such as an inaccessible bin and then either the Dispatcher or the Customer Service Representative will initiate contact with the Customer.

Documentation

Whether the Customer or our Driver initiates the contact, notes are added to the account so that any Customer Care Representative accessing the account in the future has full access to the account history.

Fulfillment Policy

Our goal is to complete all service orders the same day that are received by 1:00 P.M.

Jurisdiction Specific Information

Customer Service Representatives receive continuing education regarding the service, programs, and policies of the jurisdictions that we serve. Weekly briefings keep our representatives abreast of events and changes upcoming in jurisdictions. In addition to the jurisdiction-specific information that appears on the Customer record, each Customer Service Representative has at hand a database of common services, rates & policies, and even the franchise agreement/contract, for each jurisdiction. These procedures will ensure that the calling customer receives timely and accurate information from our Customer Service Representative, ideally in one call.

Customer Service Center

Staffing

We operate a stand-alone Customer Service center in our Corporate Headquarters at 125 Industrial Parkway, Mound House NV, staffed by three (3) representatives. The center operates Monday through Friday from 8:00 A.M. to 5:00 P.M.

Hiring & Training

We select Customer Service Representatives based on their positive attitude and their desire to help others.

One-Stop-Shop

Our goal is for our Customer Service Center to be a ‘One-Stop-Shop’. Besides addressing service questions and issues, our Customer Service Representatives are trained to handle credits, adjustments, billing disputes, opening and closing of accounts, service level changes, management or ownership changes, processing payments and enrolling the Customer in auto pay. They can also walk the Customer through the pay online feature if assistance is needed.

Complaint Resolution Protocol

Customer Care Representatives are trained to follow our Customer Service Protocol:

- The Customer Is Always Right
- Every Customer inquiry or complaint is deemed urgent and legitimate until proven otherwise
- Company resources should immediately be redirected to achieve an expedient resolution of the matter
- Some matters need to be moved to a more senior member if needed to expedite resolution
- Relentless follow-up is expected to ensure resolution is achieved within 24 hours
- Post resolution Customer feedback is crucial to constantly improving service quality

Customer Record Management System

We utilize the Encore Customer service software system for Customer record management.

Telephone System

We utilize the esi dPhone4 telephone communications platform.

The telephone system gives our Customer Care Team the ability to see the hold queue and respond access the next up call.

The system is scalable and adaptable to the changes and growth of our business.

System Metrics

We are able to monitor call metrics system-wide and for individual jurisdictions. Telephony Metrics table below is a real example of telephony metrics from our system.

Telephone Metrics Example

Metric	Value	Unit
Monthly average percent of calls answered within 60 seconds	99	%
Abandoned calls	0	%
Abandoned call rate, peak hours	0	%
Abandoned call rate, off-peak hours	0	%
Average amount of time it takes call center staff to complete a customer support call/session, including documentation (inbound)	3:30	Minutes
Average amount of time it takes call center staff to complete a customer support call/session, including documentation (outbound)	2:30	Minutes
Number of calls (inbound)	2,200	Number
Number of calls (outbound)	1,500	Number
Average call wait time	30	Seconds
Average amount of time to respond to Customer inquiry via the web, email, mobile app, etc.	7	Minutes
Average amount of time callers spends in agent-induced hold	3:30	Minutes

Telephone Metrics Example (continued)

Metric	Value	Unit
Percent of logged-in time spent in a 'work' state (for calls, a work state is generally talk and after call work time)	6.4	%
Total number of contacts received for processing per day	23	Number

SECTION 16 – RATES AND COSTS

OWS is proposing the below pricing options as requested in the Lyon County RFP, utilizing Russell Pass Landfill or Lockwood Landfill for solid waste disposal. Activation Fees will be waived for all Residential and Commercial Customers if subscribed by June 24, 2022.

OLCESE
WASTE SERVICES

Residential Service Rate per Month	
Service Level	Rate Per Month
64-Gallon Cart Senior Rate[1]	$19.20
96-Gallon Cart with 1-Cubic Yard Waste[2]	$23.99
96-Gallon Cart (Extra Cart) – Rental Fee (No Excess)	$11.58
64-Gallon Cart with No Excess	$22.99
Yard Service Fee, Walk-In / Drive-In Service	$3.40
Special Yard Service for Disabled or Elderly Only[1] (No Excess)	No Charge
Extra Bulky Item Pick-up on Service Day – Per Yard [3]	$13.00
Extra Bulky Item Pick-up on Non-Service Day – Trip Charge[3]	$167.50
Unusual Accumulations, Collections – Per Yard	$57.00
Replacement Fee (Customer at Fault)	$121.75
Activation and Re-Activation Fee, Size Up or Down after Roll-Out	$52.88

Rate excludes 4% Franchise

[1]Requires Medical Certificate and Annual Signed Sworn Statement.

[2]1-Cubic Yard = 6 Trash Bags or Bundles, not to exceed 50 pounds each.

- Acceptable bulky material items:
  - ✓Small appliances, washers, dryers, dishwashers, dressers, tables, chairs, lamps, patio furniture, barbeques, small couches, bed frames, desks, bagged green waste and trash.
- Bulky waste material exclusions:
  - ✓No household hazardous waste, pesticides, refrigerators, electronics, motor oil, paint, batteries, tires, dirt, rock, sod, concrete, construction materials, sheetrock, air conditioners, metal posts, and wood posts over 4-feet long.

[3]Bulky pick-ups are charged per yard with an additional trip charge if not completed on a customer's service day.

96-Gallon Commercial Cart Rates	
	Rate Per Month
96-Gallon Commercial Cart– 1 x week	$59.00
96-Gallon Commercial Cart– 2 x week	$110.00
96-Gallon Commercial Cart– 3 x week	$161.00
96-Gallon Commercial Cart– 4 x week	$212.00
96-Gallon Commercial Cart– 5 x week	$263.00
Replacement Cart Fee	$121.75

Residential and Commercial Service (Front Loader) Rate Per Month	
1-Cubic Yard – 1 x week	$160.00
1-Cubic Yard – 2 x week	$320.00
1-Cubic Yard – 3 x week	$480.00
1-Cubic Yard – 4 x week	$640.00
1-Cubic Yard – 5 x week	$800.00
1.5-Cubic Yard – 1 x week	$205.00
1.5-Cubic Yard – 2 x week	$410.00
1.5-Cubic Yard – 3 x week	$615.00
1.5-Cubic Yard – 4 x week	$820.00
1.5-Cubic Yard – 5 x week	$1,025.00
2-Cubic Yard – 1 x week	$223.00
2-Cubic Yard – 2 x week	$446.00
2-Cubic Yard – 3 x week	$669.00
2-Cubic Yard – 4 x week	$892.00
2-Cubic Yard – 5 x week	$1,115.00
3-Cubic Yard – 1 x week	$265.00
3-Cubic Yard – 2 x week	$530.00
3-Cubic Yard – 3 x week	$795.00
3-Cubic Yard – 4 x week	$1,060.00
3-Cubic Yard – 5 x week	$1,325.00
4-Cubic Yard – 1 x week	$315.00
4-Cubic Yard – 2 x week	$630.00
4-Cubic Yard – 3 x week	$945.00
4-Cubic Yard – 4 x week	$1,260.00
4-Cubic Yard – 5 x week	$1,575.00

6-Cubic Yard – 1 x week	$456.00
6-Cubic Yard – 3 x week	$912.00
6-Cubic Yard – 3 x week	$1,368.00
6-Cubic Yard – 4 x week	$1,824.00
6-Cubic Yard – 5 x week	$2,280.00

Delivery Fee $62.00 for Front Loader Container.
Front Loader Steam Cleaning Fee Rate $29.00 Per Yard.
Activation Fee $52.88.

Roll-Off Container Service Rates	
Garbage	Rate Per Dump and return
10 – Cubic Yard	$295.00
15 – Cubic Yard	$325.00
20 – Cubic Yard	$450.00
30 – Cubic Yard	$500.00
30 – Cubic Yard (Closed Top Locking Lid)	$550.00
40 – Cubic Yard	$575.00
Compactor Service	Rate Per Dump and return
10 – Cubic Yard	$500.00
12 – Cubic Yard	$545.00
15 – Cubic Yard	$590.00
20 – Cubic Yard	$725.00
30 – Cubic Yard	$895.00
40 – Cubic Yard	$1,200.00

Delivery Fee $62.00 for Roll-Off Container.
Compactor Steam Cleaning Fee Rate $19.00 Per Yard.
Activation Fee $52.88

Transfer Station Rate Schedule[4] Silver Springs, Dayton, Mound House	
Item	Dump Fee
MSW – Loose per Yard	$12.50
MSW – Compacted per Yard	$20.00
Construction & Demolition (C&D) per Yard	$21.00
Dirt, Rock, Concrete, Asphalt (Heavy Material) per Yard	$61.00
Freon Recovery	$68.00
White Metals – per Item	$19.00
Recyclables Drop Off – Paper, Cardboard, Glass	No Charge
Newspapers, Magazines, Plastics 1-10, Aluminum and Tin	No Charge
Anti-Freeze (3-Gallons Max)	No Charge
Car Batteries	No Charge
Waste Oil (5-Gallons Max)	No Charge
Tires – Up to 20”	
Tires – Over 20”	$17.00
Tire – Equipment	$71.00

Emergency Management Service Rates	
Item	Rate
Operated Truck (Roll-Off Truck with Container) – Per hour	$175.50
Construction Equipment – Per hour	$175.50

Rate excludes 4% Franchise

[4]Transfer Station Rates have been rounded to the nearest $0.05

Transfer Station Cash, Check, all pricing rounded up to the next $0.05
Credit Card 3%

On-Call Collection of Illegally Dumped Bulky Items

As described in the Lyon County RFP, OWS will provide on-call collection of illegally dumped bulky items as requested by Lyon County. Within 24 hours of notification by the County.

D&S Waste Removal is proposing the below pricing options as requested in the Lyon County RFP, utilizing Lockwood Landfill for disposal. They will provide service to the Southern Lyon County area for Mason and Smith Valley's.

D&S Waste Removal
3 US Highway 95A E ● Yerington, NV 89447
Phone 775-463-3090

Residential Service Rate per Month	
Service Level	Rate Per Month
64-Gallon Cart Senior Rate	$17.80
96-Gallon Cart with 1-Cubic Yard Loose Waste	$25.45
96-Gallon Cart (Extra Cart) – Same Address (No Excess)	$11.58
64-Gallon Cart with No Excess	$20.34
Yard Service Fee, Walk-In / Drive-In Service, per event	$3.40
Special Yard Service for Disabled or Elderly Only[1] (No Excess)	No Charge
Extra Bulky Item Pick-up on Service Day – Per Yard [2]	$55.00
Extra Bulky Item Pick-up on Non-Service Day – Per Yard[2]	$167.50
Replacement Fee (Customer at Fault)	$57.00
Activation and Re-Activation Fee, Size Up or Down after Roll-Out	$52.88

Rate excludes 4% Franchise

[1]Requires Medical Certificate and Annual Signed Sworn Statement.

[2]Bulky pick-ups are charged per yard with an additional trip charge if not completed on a customer's service day.

96-Gallon Commercial Cart Rates	
Container Capacity	Rate Per Month
96-Gallon Commercial Cart– 1 x week	$35.07
96-Gallon Commercial Cart– 2 x week	$70.14
96-Gallon Commercial Cart– 3 x week	$105.21
96-Gallon Commercial Cart– 4 x week	$140.28
96-Gallon Commercial Cart– 5 x week	$175.35

Commercial Service (Front Loader) Rate Per Month	
1-Cubic Yard – 1 x week	$149.48
1-Cubic Yard – 2 x week	$298.96
1-Cubic Yard – 3 x week	$448.44
1-Cubic Yard – 4 x week	$597.92
1-Cubic Yard – 5 x week	$747.40
1.5-Cubic Yard – 1 x week	$196.60
1.5-Cubic Yard – 2 x week	$393.20
1.5-Cubic Yard – 3 x week	$589.80
1.5-Cubic Yard – 4 x week	$786.40
1.5-Cubic Yard – 5 x week	$983.00
2-Cubic Yard – 1 x week	$212.44
2-Cubic Yard – 2 x week	$424.88
2-Cubic Yard – 3 x week	$637.32
2-Cubic Yard – 4 x week	$849.76
2-Cubic Yard – 5 x week	$1,062.20
3-Cubic Yard – 1 x week	$244.91
3-Cubic Yard – 2 x week	$489.82
3-Cubic Yard – 3 x week	$734.73
3-Cubic Yard – 4 x week	$976.64
3-Cubic Yard – 5 x week	$1,224.55
4-Cubic Yard – 1 x week	$295.11
4-Cubic Yard – 2 x week	$590.22
4-Cubic Yard – 3 x week	$885.33
4-Cubic Yard – 4 x week	$1,180.44
4-Cubic Yard – 5 x week	$1,475.55
6-Cubic Yard – 1 x week	$429.30
6-Cubic Yard – 3 x week	$858.60
6-Cubic Yard – 3 x week	$1,287.90
6-Cubic Yard – 4 x week	$1,717.20
6-Cubic Yard – 5 x week	$2,146.50

Roll-Off Container Service Rates	
Garbage	Rate Per Dump and return
10 – Cubic Yard	$283.48
15 – Cubic Yard	$307.31
20 – Cubic Yard	$353.19
25 – Cubic Yard	$441.44
30 – Cubic Yard	$494.47
40 – Cubic Yard	$659.21
Compactor Service	Rate Per Dump and return
15 – Cubic Yard	$523.22
20 – Cubic Yard	$567.03
24 – Cubic Yard	$624.46
30 – Cubic Yard	$799.47
40 – Cubic Yard	$1,091.99

Transfer Station Rate Schedule Mason Valley, Smith Valley	
Item	Dump Fee
MSW – Loose per Yard	$9.62
MSW – Compacted per Yard	$14.42
Construction & Demolition (C&D) per Yard	$14.42
Freon Recovery	$50.00
White Metals – per item	$9.62
Recyclables Drop Off – Paper, Cardboard, Glass	No Charge
Newspapers, Magazines, Plastics 1-10, Aluminum and Tin	No Charge
Anti-Freeze (3-Gallons Max)	No Charge
Batteries	No Charge
Waste Oil (5-Gallons Max)	No Charge
Tires – Over 20”	$4.80
Tire – Equipment	$19.20

Emergency Management Service Rates

Item	Rate
Operated Truck (Roll-Off Truck with Container) – Per hour	$45.00
Construction Equipment – Per hour	$45.00

Rate excludes 4% Franchise

Transfer Station Rates have been rounded to the nearest $0.05

Transfer Station Cash, Check, all pricing rounded up to the next $0.05

Credit Card 3%

SECTION 17 – OPERATION

EMPLOYMENT OF PRIOR CONTRACTOR EMPLOYEES

We recognize that the employees of the current contractor possess unique knowledge of Lyon County and the customers therefore we believe they would be beneficial to join our team.

We will offer employment opportunities for available positions to existing employees of the current contractor that would otherwise be displaced.

(a) Non-Discrimination Policy

Our owners, management and employees treat each other equally and fairly and will not engage in discrimination against anyone because of their actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation or as a member of any other protected class.

(b) Procedures

Offer of Employment

Following the award of the Franchise Agreement to OWS, we will post an opportunity to employ individuals currently employed by existing service provider and deployed to service Lyon County. Any offer of employment will be subject to the potential employee meeting the company's preemployment and screening requirements.

One-On-One Visit

Prospective employees are also invited to meet individually by appointment with a representative of our Human Resources Department.

New Employee Orientation
We will host a mandatory New Employee Orientation for each qualified individual that joins our team. The Orientation will be held approximately 15 days before we commence service. Employees will be compensated for attending the orientation.

Training

In the week leading up to our commencing service, we will conduct mandatory off-hour training sessions to familiarize transitioning employees with our procedures and technologies. Transitioning employees will be compensated for attending training sessions.

(c) Limitations

The following are the only conditions to employment that will apply.

Employees of the prior contractor will be given hiring priority to fill available positions for Lyon County. If sufficient positions are not available, we reserve the right to assign employees to a different position or to another jurisdiction. If assigned to another jurisdiction, every attempt will be made for the assignment to be within the same general area.

Full-time Employees

To be considered for employment by us as a displaced worker, individuals must have been employed by the current contractor and assigned full-time to Lyon County for a minimum of ninety (90) consecutive days.

Criminal Background & Driving Record Check

Offers of employment are conditioned upon our conducting a pre-employment background screening investigation, which includes criminal and driving record history. Prospective employees must also prove insurable by our provider.

Post Offer Physical Exam

Each prospective employee must pass a pre-employment physical examination, at our cost, to determine fitness to perform the assigned work.

Drug Screening

For the safety of our employees and the public, it is important that we maintain a drug-free work environment. Each prospective employee must pass a drug-screening test prior to employment. All safety sensitive positions are also subject to random drug screening while employed. Drivers of our equipment are subject to post-accident drug testing in accordance with Department of Transportation guidelines.

Continued Employment

With good job performance, a job with OWS can become a career. Continued employment is conditioned upon adherence to OWS policies and satisfactory job performance.

Wages & Benefits

When employed by OWS, employees will be offered the same wages and benefits as regular OWS employees.

SECTION 18 – LETTERS OF REFERENCE AND GOOD STANDING

OFFICE OF
Eureka County Public Works

Administrative Bldg.
701 South Main Street
P.O. Box 714 • Eureka, Nevada 89316

Phone: (775) 237-5372
Fax: (775) 522-0909
www.co.eureka.nv.us

January 10, 2022

RE: Olcese Waste Services

To Whom It May Concern:

Eureka County Public Works contracted with Olcese Waste Services beginning August 1, 2019, for a countywide municipal solid waste removal franchise. The service areas include the towns of Eureka, Crescent Valley and Beowawe; and the outlying areas of Diamond Valley, Pine Valley, Emigrant Station, and Dunphy.

Olcese Waste Services picks up trash in a timely manner and, to date, have not canceled route pickups due to mechanical or personnel issues.

At the onset, Olcese completed the set-up of new customers and had bins and carts in place within a three-day period. This transition took place with very few issues.

Overall, Eureka County Public Works is very satisfied with Olcese Waste Services. They have performed as promised during contract negotiations.

If you have any questions, please contact me directly at (775) 237-5372 or JRowley@EurekaCountyNV.gov

Sincerely,

Jeb Rowley
Director
Eureka County Public Works

Churchill County Est. 1861

CHURCHILL COUNTY PLANNING

Planning Commission
Planning Department
GIS Department
Zoning Enforcement
Business License

1/4/2022

RE: Churchill County Business License

To Whom It May Concern:

The account for Olcese Waste Service DBA Fernandes Disposal, account number 3608 is in good standing with Churchill County and the business license has been renewed through 12/31/22.

Sincerely,

Alexa Robinson
Office Specialist/Business License Administrator

155 No. Taylor, Suite 194, Fallon, Nevada 89406 phone (775) 423-7627 fax (775) 428-0259
Churchill County is an Equal Opportunity Employer and Provider

City of Fernley
CITY MANAGER'S OFFICE

Administration,
Human Resources,
Budgeting,
Risk Management,
& Contracts

January 10, 2022

Re: Olcese Waste Service – Letter of Good Standing

To Whom It May Concern:

This letter is to confirm that the following business is in good standing with the City of Fernley:

Olcese Waste Services
125 Industrial Parkway
Carson City, NV 89706

Olcese has been a great organization to work with and has met all the requirements established by the City. Should you require additional information, please let me know.

Respectfully,

Daphne Hooper
City Manager

CARSON CITY NEVADA
Consolidated Municipality and State Capital
PUBLIC WORKS

January 10, 2022

Re: Letter of Good Standing

To Whom It May Concern:

This letter confirms that Olcese Waste Services is a contractor in good standing with Carson City. Olcese has performed demolition work directly for the City and can be frequently seen performing work for other commercial interests in and around Carson City. Additionally, Olcese is a daily customer at the Carson City Landfill where they are also in good standing. Although Olcese was not the successful proposer on the Carson City solid waste collection services contract in 2018, Olcese provided great insight into the solid waste collection industry to assist the City in its creation of the RFP that was issued. Should you need any specific information regarding our knowledge of Olcese Waste Service please feel free to contact me at the contact information list below.

Sincerely,

Rick Cooley, P.E.
Operations Manager
Carson City Public Works

3505 Butti Way, Carson City, NV 89701 (775) 887-2355 FAX (775) 887-2112
Operations: Water, Sewer, Streets, Wastewater, Landfill, Environmental
Engineering, Transportation, Capital Projects

SECTION 19 – FINANCES (SEALED)

2AV14250
Please-hyon

AXIS
300 Connell Dr.
Suite 8000
P.O. Box 357
Berkeley Heights, NJ 07922

COVID 19 Notice:

We are sending most bonds out electronically due to the COVID-19 pandemic. The attached scanned Power of Attorney may show "Void" in the background, however, please consider it valid. If you have any concerns, please use the contact information below to verify.

BOND VERIFICATION

Should you wish to verify the authenticity of this bond, please send your request, including a copy of the bond, via email to: surety@axiscapital.com

OR

Contact: Laurie M. Crowley – Sr. Administrative Assistant
email: laurie.crowley@axiscapital.com
phone: 908.508.4310.

OR

Richard Zarandona – Executive Vice President
email: rich.zarandona@axiscapital.com

BONDS CLAIMS OR NOTICES

Should you wish to file any notices to the Surety Department for the attached AXIS Surety Bond(s) they should be sent to:

AXIS Insurance Company
300 Connell Dr., Suite 8000
P.O. Box 357
Berkeley Heights, NJ 07922
Attention: Surety Claims
surety@axiscapital.com

BID BOND
ZAX14250

CONTRACTOR:
(Name, legal status and address)
OLCESE CONSTRUCTION CO INC
NEVADA

OWNER:
(Name, legal status and address)
LYON COUNTY
NEVADA

SURETY:
(Name, legal status and principal place of business)
AXIS INSURANCE COMPANY
303 WEST MADISON STREET
CHGO, IL 60606

BOND AMOUNT: $ FIVE PERCENT OF THE BID AMOUNT

PROJECT:
(Name, location or address, and Project number, if any)
LYON COUNTY, NEVADA, SOLID WASTE COLLECTION & DISPOSAL FRANCHISE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of JAN , 20 22

OLCESE CONSTRUCTION CO INC

(Contractor as Principal) *(Seal)*

(Witness)

(Title) TILLIO OLCESE, PRESIDENT

AXIS INSURANCE COMPANY

(Surety) *(Seal)*

(Witness)

(Title) LAURIE M CROWLEY, ATTORNEY-IN-FACT

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

2A4250

POWER OF ATTORNEY

AXIN-8918

Know All Men by These Presents: That **AXIS Insurance Company**, an Illinois property and casualty company, (the "Company") does hereby appoint:

Richard Zarandona, Victoria Szot, Scott Reis, and Laurie M. Crowley, all of Berkeley Heights, NJ

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on April 1, 2016 and on January 10, 2020:

RESOLVED, that upon the recommendation of Richard Zarandona, Victoria Szot, Scott Reis and Laurie M. Crowley, acting singly, are hereby appointed as the Company's true and lawful Attorneys-in-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, and any such documents required in connection with such bonds and undertakings, to be valid as though executed by the Company on its own behalf.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on July 12, 2013:

RESOLVED, that any Vice President, Surety, acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact to make, execute, seal and deliver for and on behalf of the Company, as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf, subject to the terms and conditions of the subject Brokerage Agreements.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 11th day of March, 2020.

Attested and Certified
AXIS Insurance Company

By: _____

Printed Name: Andrew M. Weissert

Title: Senior Vice President

[Company Seal]

STATE OF Georgia
COUNTY OF Fulton

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company to me known to be the individual and officer described herein, who acknowledged that they being duly authorized signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Brenda Rees

[Notarial Seal]

BRENDA REES
NOTARY PUBLIC
CHEROKEE COUNTY, GA
MY COMMISSION EXPIRES
MAR 21 2023

CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney dated March 11, 2020 on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected officer of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 18th of Jan 2022

By: _____

Printed Name: Frances R. Mathis

Title: Assistant Secretary

[Company Seal]

OLCESE
WASTE SERVICES
125 Industrial Way
Carson City, Nevada 89706

Lyon County Clerk/Treasurer
27 South Main Street • Yerington, NV 89447
RFP #21/10
ENCLOSED: SEALED FINANCIALS

SECTION 20 – CODE OF CONDUCT

Attachment 2: Proposer Code of Conduct

PROPOSER CODE OF CONDUCT

Lyon County is planning to request and receive proposals for Franchise Collection Services within the unincorporated areas of Lyon County.

Lyon County has a desire to maintain a process free from any undue influence and the appearance of impropriety.

A potential proposer ("Potential Proposer") is defined as any individual or entity involved in making a proposal to the County under the request for proposals ("RFP") process. Each Potential Proposer is individually responsible for ensuring compliance with the following Code of Conduct. The Potential Proposer's responsibility to comply with this Code of Conduct shall extend to the Potential Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for the purposes of developing or supporting the Potential Proposer's proposal.

The Proposer Code of Conduct is presented below:

1. **Ex Parte Communications Prohibited**
   From October 21, 2021 until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from having any verbal or written communications (ex parte contacts) with any County Commissioner related to any matter related to the RFP process, except in the course of a legally noticed meeting of the Board of County Commissioners, or any subcommittee of the Board, or in conjunction with an ex parte contact arranged by and involving the County staff and/or consultants. If any such unauthorized ex parte contact occurs, the Commissioners shall disclose its occurrence at the next meeting of the Board of Commissioners meeting that next follows the said ex parte contact.

2. **Gift and Compensation Prohibited**
   From October 21, 2021 until the execution of the Agreement with the selected Proposer, Potential Proposers are prohibited from giving any gift of any monetary value, or compensation of any kind to a Commissioner or any County staff member or consultant. Please be aware that any Commissioner who accepts such a gift or compensation may be subject to censure by the Board of County Commissioners. Any County staff member who violates this policy may be subject to discipline including termination of services, and any Proposer who violates this policy may be subject to termination of services. Any Potential Proposer who violates this policy as to gifts or compensation may be subject to disqualification by the Board of County Commissioners from the RFP Process.

3. **Collusive Activities Prohibited**
   From October 21, 2021, until the execution of the Agreement with the selected Proposer, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Andrew Haskin via email at ahaskin@lyon-county.org no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.
   The following affidavit is submitted by Proposer as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or framing out to any Proposer or Proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the selection of the Franchisee and completion of the RFP process.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any County official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Proposers and any Lyon County official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of Lyon County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

4. Submission of Code of Conduct
The signed, notarized Code of Conduct must be submitted with the sealed proposal.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Code of Conduct was executed on this 14 day of January, 2021 at _____.

SIGNED BY: _____

TITLE: president.

Subscribed and sworn to before me on this 14 day of January, 2021 at Lyon County.

Notary Public My Commission expires:

GINA RODRIGUEZ
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 425668525144
MY APPT. EXPIRES OCT. 29, 2024

LYON COUNTY, NEVADA

Solid Waste Collection and Disposal Franchise

RFP #21/10
January 31, 2022

SUBMITTED BY

Waste Management of Nevada, Inc.

We're There When You Need Us

WASTE MANAGEMENT CONTACT

Kendra Kostelecky
Northern Nevada Public Service Solutions Manager
(775) 384-4238
kkostele@wm.com



Waste Management of Nevada, Inc.
1100 US Highway 95 South, Fernley, NV 89408

Your Trusted Service Partner



January 31, 2022

Lyon County
27 S. Main Street
Yerington, NV 89447

Attn: Andrew Haskin, Community Development Director

RE: RFP Number 21/10, Solid Waste Collection and Disposal Franchise

Waste Management of Nevada, Inc. appreciates the opportunity to participate in this important procurement process and is pleased to present the following response to the Lyon County request for proposal. This letter will clarify the attached response to the above referenced bid document.

Over the years, Waste Management has worked in partnership with the County to develop a strong foundation of services for your residents and businesses. The Lyon County-Waste Management partnership continues to evolve with improved communication and a deep understanding of the community's growth plan. As you will see in this proposal, we are committed to investing in the needs of the community with a $1,000,000 performance bond for the construction of a transfer station in Silver Springs. There is no substitute for a partner that you can count on, no matter what happens. We are heavily involved in Lyon County, maintaining disposal partnerships within the county and in neighboring communities. This allows us to offer a strong network that you can trust in the face of unexpected economic and even environmental challenges.

Our innovative services bring the County significant value that will reduce our presence in your neighborhood while providing exceptional service. We have and will continue to work together as partners for the betterment of the County's communities.

Our commitments to being a *"People First"* organization and achieving *"Success with Integrity"* mean striving for results in all that we do. We hold ourselves and others to higher standards of accountability, honesty, ethics, and compliance. Our people are committed to doing the right thing, the right way, every day. They place our core values of safety, customers, environment, and inclusion and diversity first in all they do. We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other.

These commitments and values are the foundation for the many differentiators that set us apart from our competitors:

Extensive Local Resources: In addition to tapping into an industry-leading network of resources across Nevada and North America, Waste Management offers management, operational, and reserve resources at the local level. A local office with local support/operations, including a single point of contact for your account, and a local fleet of trucks and equipment all add up to world-class service delivery for your residents and businesses from an unrivaled resource network.

Printed on 100% recycled & recyclable paper



Financial Stability: As the largest asset-based company in the industry with more trucks, landfills, and recycling facilities than any of our competitors, we are positioned to provide unsurpassed service at the most competitive rate to the County. Our assets and strong financial metrics offer peace of mind and security for your residents and businesses.



Ethical Responsibility: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a World's Most Ethical Company" in 2021 for the 12th consecutive year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.



Environmental Stewardship: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.



Unparalleled Recycling Program: As North America's leading post-consumer recycler and largest marketer of residential recyclables, Waste Management has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the $1 billion we have invested in recycling processing infrastructure to the 15.03 million tons in recyclables we managed in 2020 to the industry's first recycling education program, Recycle Right - Waste Management is committed to making our world more sustainable.



World-Class Customer Service: At Waste Management, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide an exceptional experience for the County. We have been nationally recognized for our commitment to unsurpassed customer service and combined with our tested processes and innovative new technologies, we bring the County a level of service reliability and customer satisfaction that is truly unmatched.



State-of-the-Art Technology: We utilize state-of-the-art technology to maximize safety and customer experience and minimize environmental impacts. From mapping and re-routing vehicles in real time via our onboard computers, to using our DriveCam® cameras to capture community safety concerns, to the industry's largest fleet of trucks that runs on cleaner and quieter Compressed Natural Gas - our technology works for our customers.



Leading Training and Safety Programs: Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to Waste Management's culture of safety.

Proven Employee Hiring Practices: To provide the safest and most secure service for your residents and businesses, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.

Commitment to a Diverse Workplace: At Waste Management, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.

Commitment to Hiring Veterans: In 2019, Waste Management hired more than 580 veterans, which represented roughly 5.57 percent of our United States hires. Today, we have more than 3,000 veterans - representing 7 percent of our workforce - working in a variety of roles at Waste Management. From 2010 to 2020, we have been named a "Best for Vets" Employer by the Military Times and a Top Military Friendly® Employer by G.I. Jobs/military.com. We take great pride in hiring, training, promoting, and retaining veterans within our company.

Waste Management is and will continue to be Lyon County's **Tested**, **Proven**, and **Trusted** partner.

Your dedicated contact for this RFP is Kendra Kostelecky. Should you have questions or require additional information, please do not hesitate to contact Kendra, your dedicated Point-of-Contact, at (775) 384-4238 or kkostele@wm.com. Additionally, the County may reach our customer service team at (775) 343-7596 for routine service requests.

Thank you for your partnership.

Sincerely,

Barry Skolnick, Area Vice President

(775) 326-2317, bskolnick@wm.com

WM TESTED. PROVEN. TRUSTED.

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WASTE MANAGEMENT®

Waste Management is **your partner for environmental service and solutions** whose people **go above and beyond** to **serve and solve** every challenge **the right way**.

Data contained in this proposal represents the most recently published information for Waste Management's wholly owned operations, unless otherwise indicated.



1 | COMPANY OVERVIEW

A) BUSINESS STRUCTURE

Identify the legal entity, authorized to do business in Nevada, which would execute the agreement. If applicable, identify all parent companies which own 10% or more of the executing entity. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. If the Proposer is a joint venture, describe where the entities have collaborated before.

Waste Management of Nevada, Inc. is 100% owned by Waste Management Holdings, Inc.

Identify the number of years the entity (entities) has been organized and doing business under this legal structure.

A Local Company with National Resources

Waste Management is a local company with hauling operations throughout Nevada. We have provided superior waste and recycling services from our Fernley Churchill Sanitation facility to the surrounding area for more than 23 years. Additionally, we have been providing exceptional waste management services from our Carson City Sanitation facility for more than 48 years.

Our local offices, located in Fernley and Carson City, will provide the County with operational, management, financial, and reserve resources as part of this agreement. We are well positioned to provide the services and operations you require on an uninterrupted basis and our Fernley Churchill Sanitation team looks forward to the opportunity to provide waste management services for your community.

Waste Management of Nevada, Inc.

Waste Management of Nevada, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Nevada in 1998. Our team of professionals will service the County from our Fernley Churchill Sanitation Hauling located at 1100 US Highway 95 South, Fernley, NV 89408 and Capitol Sanitation Districts located at 5560 Sheep Dr, Carson City, NV 89701. We invite County representatives to visit our facilities and learn firsthand about our superior operational approach to providing waste and recycling services for your community.

Identify all owners/stockholders with greater than a 10% holding of the executing company and, if applicable, all parent companies.

Waste Management of Nevada, Inc. is 100% owned by Waste Management Holdings, Inc.

Provide evidence of good standing under the laws of the State of Nevada

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

OFFICE OF THE SECRETARY OF STATE

Commercial Recordings & Notary Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138

North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

kendra kostelecky
100 Vassar Street
Reno, NV 89502, USA

Work Order #: W2021120202039
December 2, 2021
Receipt Version: 1

Special Handling Instructions:

Submitter ID: 523635

Charges

Description	Fee Description	Filing Number	Filing Date/Time	Filing Status	Qty	Price	Amount
Certificates	Fees	20211931383	12/2/2021 3:09:35 PM	Approved	1	$50.00	$50.00
Total							$50.00

Payments

Type	Description	Payment Status	Amount
Credit Card	638486563773695390328 4	Success	$50.00
Total			$50.00

Credit Balance: $0.00

kendra kostelecky
100 Vassar Street
Reno, NV 89502, USA

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly qualified and elected Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporations sole, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **WASTE MANAGEMENT OF NEVADA, INC.**, as a DOMESTIC CORPORATION (78) duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since 04/16/1998, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 12/02/2021.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certificate Number: B202112022197692
You may verify this certificate online at http://www.nvsos.gov

Provide evidence of going concern in excess of five (5) years and not less than five (5) years actual operating experience.

Through the hard work, innovation, and steadfast dedication of our employees, Waste Management has been the recognized leader in the environmental services industry for ***over 50 years***. During this time, we have partnered with countless customers to implement innovative programs and services that have shaped the solid waste and recycling industry in North America. Key highlights of our history include:







BORN OUT OF A DESIRE TO SERVE COMMUNITY

1968: The original Waste Management, Inc. begins operations, bringing together numerous solid waste companies, including some founded in the late 1880s. **Waste Management of Nevada, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in Nevada in 1998.**

A PIONEER FOR THE ENVIRONMENT

1980s: Waste Management pioneers recycling programs in communities throughout North America. Curbside recycling services begin in many neighborhoods and Waste Management begins to build robust collection, materials recovery, and materials marketing infrastructures to ensure that more of our waste finds second life.

BREAKTHROUGH TECHNOLOGY

1990s: Waste Management refines recycling processing facilities by introducing single-stream recycling that allows for the customer convenience of “all-in-one” cart-based recycling collection.

REDUCING OUR CARBON FOOTPRINT

2007: Waste Management begins transitioning to collection vehicles that run on cleaner fuels, setting a goal to reduce fleet emissions by 15% by 2020. The goal is achieved in just four years and by 2018 we reduced fleet emissions by 30% with the largest heavy-duty natural gas truck fleet in North America.



CLOSING THE LOOP

2009: Our first renewable energy facility opens at our Altamont, CA Landfill, giving Waste Management technology to produce renewable natural gas (RNG) that can be used as transportation fuel from biogas, a gaseous product from the decomposition of organic matter at our landfills. Today, Waste Management has 5 RNG production facilities and nearly a third of our natural gas fleet runs on RNG fuel.

THE CROWN JEWEL OF SUSTAINABLE SPORT

2010: Waste Management begins sponsorship of the Phoenix Open golf tournament. The Waste Management Phoenix Open (WMPO) soon evolves into the premier showcase for environmental best practices and innovation in sustainable sport. The WMPO annually achieves Zero Waste status beginning in 2012 and has earned the nickname "The Greenest Show on Grass."



TURNING FOOD INTO ENERGY

2011: Committed to finding innovative solutions to find a next use for all types of waste, Waste Management opens our first Centralized Organic Recycling equipment (CORe®) patented system, which uses food waste to generate renewable, green energy. Waste Management now operates 4 CORe facilities, with more under development. Each ton of processed food waste can power between eight and 10 homes.

EDUCATING TO RECYCLE RIGHT

2013: The industry's first comprehensive, turn-key recycling education campaign is launched. Recycle Right promotes recycling by simplifying guidelines and providing resources for recycling today, from the latest technologies to tools that inspire others to recycle. With Recycle Right, everyone is empowered to become a recycling ambassador.



THE WORLD OF RECYCLING CHANGES

2017: China, which had been the world's largest market for mixed paper and plastics, sets aggressive environmental goals that culminate with a plan to eliminate imports of all post-consumer recyclables by 2021. In response, Waste Management works to rebalance commodity values by developing markets here in North America. By 2019, over 60% of our recycled paper and 100% of our processed residential recyclable plastics were marketed to domestic mills while just 3% of recyclables were exported to China.

AIMING HIGHER

2018: Waste Management sets an ambitious new goal to offset four times the greenhouse gas emissions we generate through our operations by 2038. The ambition is supported by two additional goals: reducing fleet emissions by 40% through renewable fuel use in our growing fleet of natural gas vehicles and collecting two million more tons of recycled materials by 2038.

EXPORTING RESPONSIBLY

2019: Responding to the issue of plastic waste in the environment, including marine debris, Waste Management declares that no plastics collected on our residential routes will be sent outside North America, where countries may not be well-equipped to properly handle the materials. Sending plastic to such markets increases the likelihood of more plastics entering rivers, waterways, and oceans.

INVESTING IN THE FUTURE OF RECYCLING

2020: Waste Management opens the "Material Recovery Facility of the Future" - a next generation recycling facility with cutting edge recyclables processing technologies, including optical sorters, advanced screening, and robotics. The new MRF design maximizes outbound quality of recyclable materials while minimizing operating expenses - helping to create more sustainable recycling programs - and serves as the framework for future MRF investments over the next five years.



TODAY, AND BEYOND

Today, Waste Management and our 48,250 employees provide environmental services to nearly 20 million customers across North America. We safely process more than 15 million tons of recyclables and dispose of nearly 100 million tons of waste annually. To handle this volume, Waste Management operates the largest network of recycling facilities (145) and landfills (263).

As Waste Management has grown and evolved, so has our commitment to the environment, our customers, and our employees to make our communities - whether a town, business, or campus - better places to live and work. We do this by doing things the right way, every day, now and into the future.

Identify any subcontractor(s) and describe all services to be performed by subcontractor(s). Describe any current or past working relationship with the subcontractor(s) in the past five years.

D and S Waste Removal, Inc. will be providing solid waste collection services and transfer station operations in Smith Valley and Yerington (Mason Valley). They are located at 260 Day Ln, Smith, NV 89430. WM has a strong relationship with D and S and has been in partnership with them since 1995.

B) CAPABILITIES STATEMENT

Provide a brief description of the company's overall capabilities.

Who We Are and What We Do

At WM, we place our customers at the center of what we do every day. We are a team of 48,250 employees motivated by a desire to go above and beyond for our nearly 20 million municipal, commercial, industrial, and residential entities throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams. Our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. As North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

Waste Management is always prepared to provide essential services to your residents and businesses even in the event of an emergency such as a natural disaster, pandemic, extreme weather, or other unforeseen events. Over the years, we have dealt with many kinds of service disruptions: hurricanes, super storms, floods, fires, earthquakes, and now pandemics - each requiring unique preparations associated with our planning and response to confirm a swift recovery. In a time of crisis, pandemic, or disaster, collection of trash, debris, and recycling materials are central to the recovery and rebuilding of communities and businesses. To mitigate the impact of emergency events, and to speed up recovery, Waste Management has established national strategies and support systems to assist local operations. Compared with the tropical storms that affect the eastern and southern U.S., the fires that occur with increasing frequency in the western U.S. and Canada require very different preparation and response. Our fire-related communication plans, response, and recovery efforts are increasingly tested.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.

Our Core Services and Sustainable Technologies

We are pushing the boundaries of what you can expect from your environmental services provider. A sampling of our core services and sustainable technologies include:

- ✓ **Sustainable Services Tailored for the County:** Every aspect of WM's services is designed with the County in mind. Our fleet of trucks is loaded with technologies that minimize environmental impacts for your community and proactively monitor service quality and vehicle safety. Customers can also choose how and when to interact with us - we are available by phone, email, online chat, and offer 24/7 account management at wm.com and with our WM Mobile App.
- ✓ **Recycling:** WM has been leading change in the recycling industry for over three decades and we are committed to growing recycling. We manage more post-consumer recyclables than any other company in North America and over the past four years we have invested more than $400 million to upgrade our recycling infrastructure and equipment. In 2020, we processed 15.03 million tons of recyclables. This number represents a 50% increase in recycling tons processed since 2010.
- ✓ **Waste-Based Energy:** At WM's 146 landfill gas-to-energy facilities, we capture methane and use it as an alternative to fossil fuel-generating electricity that is sold to local utilities and also converted into natural gas fuels. Natural gas fuel produced from processed landfill gas has helped to reduce our fleet emissions by 43% since 2010.
- ✓ **Hard-to-Handle Materials:** WM offers several programs to help our customers dispose of hard-to-handle waste streams, including paint, automotive products, flammable and combustible items, batteries, electronic, and medical wastes.

Waste Management At-a-Glance

Data represents Waste Management's most recently published information.

- **5** landfill gas-to-fuel facilities that convert landfill gas to Renewable Natural Gas (RNG) used to fuel our collection fleet
- **145** recycling processing centers, including 52 single stream recycling facilities that sort and prepare recyclables for end markets
- **4** CORe® processing facilities that process source-separated organics into a slurry that is delivered to wastewater treatment facilities to increase energy production
- **42** organics processing facilities that transform food scraps and yard debris into nutrient-rich compost, fuel, and green electricity
- **507** hauling facilities that serve as local home-bases for our collection drivers and vehicles
- **348** transfer stations that allow us to efficiently consolidate and transport the material we collect
- **146** landfill gas-to-energy (LFGTE) projects that capture methane and convert it to renewable energy
- **263** active solid waste landfills for the proper disposal of residential, commercial, and industrial waste

- **5** hazardous waste sites that allow for the safe disposal of materials such as paint, fluorescent bulbs, and used automotive fluids

C) KEY PERSONNEL

Identify corporate officers of the proposing entity and parent company(s).

Waste Management of Nevada, Inc. Corporate Officers:

- Skolnick, Barry S. – Director and President
- Tippy, Courtney A. – Director
- Cassin, Joseph J. – Vice President
- Lockett, Mark A. – Vice President and Assistant Treasurer
- Nagy, Leslie K. – Vice President, Chief Financial Officer and Controller
- Oseguera, Alejandro – Vice President
- Reed, David L. – Vice President and Treasurer
- Stratton, David J. H. – Vice President and Assistant Secretary
- Tippy, Courtney A. – Vice President and Secretary
- Wilson, James A. – Vice President
- Bennett, Jeff R. – Assistant Treasurer
- Bohn, Jason C. – Assistant Secretary
- Longo, Robert E. – Assistant Secretary

Identify local/regional managers that would be responsible for the execution of the agreement. Include job title, job description and resume. If the position is to be filled after contract award, please specify and include job description. At a minimum, key personnel shall include the general manager, controller, operations manager, route manager(s), customer service manager, maintenance manager and/or other personnel with similar titles.



MAIN POINT-OF-CONTACT | Kendra Kostelecky | Contract Manager | (775) 384-4238 | kkostele@wm.com

Role in serving Lyon County: Kendra is the primary point of contact for County staff and elected officials when it comes to the franchise agreement between the County and WM. Kendra is focused on keeping open lines of communication to maintain a good working relationship between the agencies and prevent any areas of the agreement from being overlooked. She does not have a background in the waste industry, which helps her to approach operational questions from the customer's point of view and communicate without industry jargon.

Qualifications and experience: Kendra joined WM in 2016 as a Communications Specialist where she was tasked with improving service option education and outreach for existing customers. She also worked on outreach for contract rollouts in Incline Village, Washoe County, Carson City, Storey County

and several contracts in Northern California. In 2019 Kendra began training for her current role as a contract manager under Greg Martinelli, who had been a leader in Northern Nevada's waste industry for more than 30 years. Kendra's experience as a communicator and active community member have helped her as she continues to learn and grown. Before Joining WM, Kendra had a 20-year career as a news television reporter and anchor, 10 of those years at KOLO 8 News Now in Reno.



ASSISTANT POINT-OF-CONTACT | Brad Cea | Area Director, Public Sector Services | (480) 440-3884 | bcea@wm.com

Role in serving Lyon county: Brad oversees Kendra and her team, providing guidance and innovative ideas on how to better serve the residents and businesses of the County of Lyon. He makes planning and implementing innovative programs for Lyon a reality. Brad empowers our Lyon County crews to be the best they can be, so they provide the best possible service to the Lyon Community.

Qualifications and experience: Brad brings more than nine years of industry experience to Lyon County. He joined the NCN market area in 2016, first serving as Area Sales Director and then added the responsibility of the Area Public Sector Director. His breadth and depth of experience is far-reaching. He brings valuable ideas and insights to our local team that are a benefit for not only our operations but also the Lyon County community.



Barry Skolnick | President | (775) 326-2317 | bskolnic@wm.com

Role in serving Lyon County: Barry will review and approve our agreement with Lyon County. He oversees operational performance, maintenance, customer service, and all transfer stations and landfills for WM and the surrounding business units. Barry also manages strategic planning and capital improvements for WM and our partner communities like Lyon County.

Qualifications and experience: Barry joined Waste Management in 2002, bringing more than 16 years of industry experience as a former owner and operator of several waste and recycling companies. Barry and his family live in Reno. He oversees the fiscal operations of WM and our entire Northern California / Nevada market area, which spans between Modoc to Monterey counties and east from the Pacific Ocean to Washoe County, the Consolidated Municipality of Carson City, Lyon County, Storey County and the City of Fernley in Nevada. The region is home to several small, medium, and large hauling companies, transfer stations, and landfills, with an employee base of approximately 2,200.



Dave Stratton | Director of Finance | (775) 326-2318 | dstratton@wm.com

Role in Serving Lyon County: David oversees financial operations for all of the Northern Nevada and California areas served by Waste Management, including Lyon County. He is a CPA in the state of Nevada. David's team is responsible for providing the business support and analysis to internal and external customers. Together they are focused on establishing rates that are reasonable for customers while also ensuring that staffing, equipment and disposal options can be maintained for the length of the contract. David understands the value of strong relationships with municipal partners.

Qualifications and experience: David has 24 years of industry experience. He has served as the Finance Director and Business Partner at Waste Management for over 18 years and has been focused on supporting Northern Nevada since 2009. David and his family live in Washoe County.



Jessica Jones | Director Post Collection Operations | (510) 613-2158 | jjones15@wm.com

Role in Serving Lyon County: Jessica is WM's Director of Disposal for the Northern California/Nevada Area. Jessica provides a wealth of operational and regulatory knowledge to waste disposal practices at transfer stations and landfills. She works closely with employees at Lockwood Landfill, Dayton and Silver Springs transfer stations. Jessica will also spearhead the effort to site and build a new transfer station in Silver Springs.

Qualifications and Experience: Jessica obtained her BS and MS in Civil and Structural Engineering from California State University, Sacramento. Jessica joined Waste Management in 2003 as an Engineer. She managed building construction projects throughout the western states including existing and new transfer stations, MRFs, and other structures and landfill projects. From 2006 to 2012, Jessica was the Sr. District Manager of Redwood Landfill in Novato, CA. In 2013, Jessica started her own consulting company and continued to assist Waste Management with multiple projects. She returned to Waste Management fulltime in early 2021. Jessica enjoys spending much of her free time recreating outdoors in the Reno and Tahoe area with her husband and two daughters.



Jorge Ballesteros | Operations Manager – Lockwood Landfill | (775) 326-2387 | jballest@wm.com

Role in serving Lyon County: As the manager at Lockwood Landfill, Jorge is meticulous about making sure the site is compliant with all environmental regulations to safeguard the health and safety of our community. He works with engineers at the Landfill Gas to Energy Plant, and maintains open space certified by the National Wildlife Habitat Council as a home to wild mustangs, raptors and other indigenous wildlife. In addition to managing Lockwood Landfill, Jorge also oversees operations at the transfer stations Lyon County.

Qualifications and experience: Jorge has a Bachelor of Science in Management, which he eared while also working in the waste industry. Jorge began his career with Waste Management seven years ago as an Operations Supervisor at the Materials Recovery Facility in Reno, where recyclables are sorted. In this role he developed a strong focus on employee safety, equipment maintenance, and reporting requirements.



Mickey Eckman | Operations Manager – Eco Center MRF | (330) 400-5764 | jeckman@wm.com

Role in serving Lyon County: Mickey manages the Material Recovery Facility (MRF) in Reno which processes recyclable material from Lyon County for maximum diversion. Mickey is proud of the Eco Center team and the work that they perform to safely provide environmental solutions for Lyon County.

Qualifications and experience: Mickey has been with Waste Management for more than 10 years starting as an Operations Supervisor and working her way up to MRF Manager. Her focus is both inside the facility, making sure things run efficiently, and outside of the facility, keeping up with developing technology and evolving market trends. At the same time, she is not afraid to get her hands dirty and help with the tasks at hand when necessary.



Ryan West | Sr. District Manager – Northern Lyon County | (530) 624-9630 | rwest1@wm.com

Role in serving Lyon County: Ryan is the District Manager of Reno Disposal. He works closely with Raeann Booth to oversee collection operations based out of Fernley transfer station, which includes areas of Lyon County north of Stage Coach. Ryan has been repeatedly recognized for finding out of the box solutions to provide customers with the most convenient service at the most reasonable price point. He keeps an eye on industry trends and developments to avoid operational stagnation in the communities he serves.

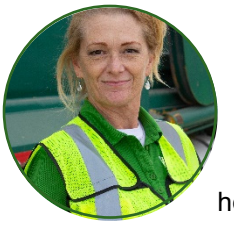
Qualifications and Experience: Ryan started his career with Waste Management in 2011 as a Route Manager. He worked his way steadily up the rungs of the management ladder in just five years to become a Senior District Manager in Northern California, before transferring to Nevada in 2017 to take his current position. Before joining WM, Ryan worked as a Store Manager for Sprint where he found success by putting a focus on addressing customer needs and rectifying complaints in a timely manner. He continues to carry that experience forward into his current role. Ryan and his wife Meghann live in Reno where they are raising their three small children.



Rich Spediacci | District Manager – Southern Lyon County | (775) 225-6400 | rspediac@wm.com

Role in serving Lyon County: Rich is based in Carson City. He oversees a team of 10 employees responsible for collection operations, fleet maintenance and customer service in Lyon County. His team of drivers are dedicated to timely curbside collection of residential and commercial waste between Stage Coach and Yerington.

Qualifications and experience: Rich started his career with Waste Management 27 years ago and has been successful in many different roles during his tenure including his most recent role as District Manager at Carson City, District Operations Manager at Reno Disposal, Senior District Manager at Davis Street transfer station in Oakland, California. Before joining WM Rich was a Senior Route Manger for Empire Waste Management in Santa Rosa, California. Prior to his managerial roles, Rich was a collection driver for Residential, Commercial & Industrial lines of business. Rich enjoys all Nevada has to offer. Most weekends he's exploring the outdoors with his wife Sylvie and 2 Puppies, one Golden Retriever "Sammy" and Yellow Lab "Buster".



Raeann Booth | Route Manager – Northern Lyon County | (775) 343-7596 | rbooth1@wm.com

Role in Serving Lyon County: Raeann, oversees collection operations north of Stage Coach in Lyon County. She manages a crew of eleven drivers and staff housed out of the offices at the Fernley transfer station. She oversees waste collection operations for residential and commercial customers in northern Unincorporated Lyon County and Fernley. Raeann is focused on making sure the City's goals and objectives are met and that each resident and business receives the world-class service they deserve and expect every day.

Qualifications and Experience: Raeann is a Fernley resident and has been a WM employee for more than 16 years. She has experience in the waste industry as a route manager, manager of improvement and analysis, and operations manager. She has an active role in past contract rollouts – including Carson City and City of Fernley. Raeann has been involved with dozens of reroutes, including day changes. Most importantly, she has the knowledge and experience to ensure a smooth implementation of Lyon County's

new service offerings. Raeann has been credited with opening lines of communications with City officials and significantly improving customer satisfaction in her role as Senior Route Manager.



Leticia Mcgough | Route Manager | Southern Lyon County | (775) 343-7596 | lmcgough@wm.com

Role in Serving Lyon County: Leticia manages a team of 24, including residential and commercial drivers in southern Lyon County. Each day, Leticia conducts morning huddles with drivers. These coaching sessions include safety briefings to ensure smooth operations and protect the well-being of the Lyon County community and WM team members. She also coordinates operational needs with the maintenance team and route assignments to ensure Carson City residents and businesses receive best-in-class service delivery. An important focus for Leticia is ensuring environmental compliance, developing and implementing continuous operational improvements.

Qualifications and experience: Leticia is a UNR Graduate. Before joining WM in 2018, she spent 12 years as logistic Operations Manager with a trucking company where she managed routing, scheduling and truck maintenance.



Lorrie Meeler | Customer Service Supervisor | (775) 343-7596 | lmeeler@wm.com

Role in serving Lyon County: Lorrie is a hands-on manager. In addition to overseeing and coaching a local team of customer service representatives in Carson City, she is also answering the phone to help customers set up accounts or answer questions about their existing services. She consistently works with the many software systems used by WM to track routes, tonnages, customer concerns and payments, which enables her to pull and compile reports as necessary. Lorrie's primary focus as a Customer Service Supervisor is listening to understand, so she can provide solutions for the customer.

Qualifications and experience: Lorrie joined Waste Management in 2019 but has more than 10 years of experience working in the waste industry. She also has an extensive background in customer service across several industries ranging from banking to auto dealerships.

Billy Butler | Maintenance Manager | (775) 882-4855 | bbutler1@wm.com

Role in serving Lyon County: Billy ensures that Lyon County's fleet is maintained in excellent working order and pristine appearance at all times. His team of mechanics adhere to our strict preventive maintenance program to minimize vehicle failures by monitoring the current condition of the equipment and correcting defects before they develop into safety concerns or costly repairs. Billy and his team of four maintenance professionals manage Lyon County's truck maintenance program at our Maintenance Service Delivery Optimization (MSDO) certified facility. MSDO is an offshoot of our SDO program that helps streamline local operations through coaching and technology improvements. MSDO has a similar efficiency goal by instituting best practices and standards in our maintenance facilities.

Qualifications and experience: Billy joined Waste Management in 2009 as Carson City's Fleet Supervisor. He brings a wealth of experience and knowledge from his 24 years of service in the fleet maintenance in the U.S. Army. While in the Army, Billy worked as a mechanic, shop foreman, fleet manager, senior maintenance advisor, and leader/trainer.



Matt Fryer | Area Director Collection Operations | (510) 613-2846 | mfryer@wm.com

Role in serving Lyon County: Matt Fryer oversees collection operations throughout Waste Management's Northern California-Nevada Area. His responsibilities include ensuring our front-line teams exceed the expectations set out in contracts. Among those duties are cart inventory, driver staffing, efficiency of routes and meeting any operational requirements such as those associated with SB 1383.

Qualifications and experience: Matt is a 15-year Waste Management veteran who worked his way through various leadership roles starting as a District Manager at our Anderson-Cottonwood Disposal site. Matt was promoted to Area Director of Operations in 2016. He has a business administration and accounting degree from Cal Poly.

Our other Lyon County team members: Over 225 years of local experience

- William Crabtree, Roll-Off Driver (25 years)
- Michael Wornek, Commercial Driver (17 years)
- Christopher Schriver, Residential Driver (16 years)
- Ricardo Contreras, Residential Driver (11 years)
- Issac Price, Residential Driver (10 years)
- Jane Merrill, Residential Driver (10 years)
- Robert Martin, Technician (2 years)
- Jacob Dugan, Technician (1 year)
- Rudy Estrada, Residential Driver (2 Year)
- Mike Kirkpatrick, Residential Driver (2 Years)
- Andres Munoz, Residential Driver (6 Years)
- Tyrone Dillon, Residential Driver (8 Years)
- Rene Ramirez, Residential Driver (24 Years)
- Guillermo Munoz, Residential Driver (29 Years)
- Manuel Guerrero, Commercial Driver (20 Years)
- Jose Zuniga, Industrial Driver (18 Years)
- Norman Gregg, All Lines of Business (21 Years)
- Alfredo Gonzalez, All Lines of Business (3 Years)

D) LOCATION

Provide geographic location of the principal office of the firm and the office/service location(s) (if different) which would be responsible for providing services.

Carson City: 5560 Sheep Dr, Carson City, NV 89701

Fernley: 1100 US Highway 95 South, Fernley, NV 89408

Provide location of customer service office within Unincorporated Lyon County

WM proposes to add offices in Silver Springs and house customer service personnel there for the County's scope of services.

E) FINANCIAL INFORMATION

Proposer to provide audited financial statements for the most recent fiscal year for the entities that would execute the agreement. All such statements are to be prepared in accordance with Generally Accepted Accounting Principles applied on a consistent basis and shall be audited in accordance with Generally Accepted Auditing Standards.

Financial Strength: The Foundation for Our Commitment

As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management of Nevada, Inc. does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, Waste Management is held to the most stringent regulations for accurate and timely financial disclosure.

Revenue in 2020 was $15.22 billion, and Waste Management has an asset base of $29.35 billion. The company generates strong and consistent cash flow and has access to an extensive line of credit. Waste Management's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad waste management services.

Full financial results are available on our website at investors.wm.com.

Waste Management has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for Waste Management is characterized as stable.

Waste Management's financial strength, as summarized above, gives the County assurance that we can and will fulfill our obligations.

- Waste Management is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- Waste Management offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by Waste Management using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Waste Management's financial strength helps us to continually advance services for all of the customers we serve, including the County, and we are committed to maintaining that strength.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Advanced Disposal Services, Inc., which is included in the 2020 consolidated financial statements of the Company and constituted approximately 10.6% of total consolidated assets, excluding goodwill, as of December 31, 2020, approximately 1.3% of total consolidated revenues and less than 1% of consolidated operating income, for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Advanced Disposal Services, Inc.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2020 consolidated financial statements of the Company, and our report dated February 22, 2021 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas
February 22, 2021

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on the Financial Statements
We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2020, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 22, 2021 expressed an unqualified opinion thereon.

Adoption of ASU No. 2016-02 (Topic 842)
As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for leases in the 2019 financial statements to reflect the accounting method change due to the adoption of ASU No. 2016-02, *Leases (Topic 842)*, and the related amendments.

Basis for Opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters
The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Amortization

Description of the Matter

At December 31, 2020, the Company's landfill assets, net of accumulated amortization, totaled $7.2 billion and the associated amortization expense for 2020 was $568 million. As discussed in Note 3 of the financial statements, the Company updates the estimates used to calculate individual landfill amortization rates at least annually, or more often if significant facts change. Landfill amortization rates are used in the computation of landfill amortization expense.

Auditing landfill amortization rates and related amortization expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted airspace and unpermitted expansion airspace, airspace utilization factors, projected annual tonnage intakes, and projected timing of retirement activities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill amortization rates and calculating amortization expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill amortization rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of amortization expense.

To test the landfill asset amortization rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding unpermitted expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY's engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill amortization rates.

Landfill – Final Capping, Closure and Post-Closure Costs

Description of the Matter

At December 31, 2020, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled $2.2 billion. As discussed in Note 3 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. These assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill; airspace consumed to date in relation to total estimated permitted airspace; the projected annual tonnage intake; and the projected timing of retirement activities.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY and external engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We utilized the external engineers to evaluate the estimates of remaining landfill airspace. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

Acquisition of Advanced Disposal Services, Inc. – Valuation of Customer Relationship and Landfill rights/permits

Description of the Matter

As described in Note 18 to the consolidated financial statements, during the year ended December 31, 2020, the Company completed the acquisition of Advanced Disposal Services, Inc. ("Advance Disposal") for net consideration of $4.1 billion. The transaction was accounted for as a business combination.

Auditing the Company's accounting for its acquisition of Advance Disposal was complex due to the significant estimation required by management in determining the fair value of the acquired customer relationships and landfill assets included within Other intangible assets and Property and equipment, respectively, in Note 18, both of which utilize prospective financial information. The Company valued the customer relationship asset using an income approach; specifically, the multi-period excess earnings model. The significant assumptions used to value customer relationships included, among others, the attrition rate, revenue growth rate, and discount rate. The Company valued the landfill assets using an income approach; specifically, a discounted cash flow model. The significant assumptions used to value landfill assets included, among others, the forecasted revenue and revenue growth (including forecasted waste volumes and rate per ton), discount rate, and forecasted capital expenditures. These assumptions are forward-looking and could be affected by future economic and market conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over its accounting for the Advance Disposal acquisition. For example, we tested controls over the valuation of customer relationships and landfill assets, including management's review of the valuation models, and underlying data and assumptions used to develop the estimated fair value of these assets.

To test the estimated fair value of the customer relationship and landfill assets, we performed audit procedures that included, among others, evaluating the Company's selection of the valuation methodology, evaluating the significant assumptions used to determine the valuation calculations, and testing the completeness and accuracy of the underlying data supporting the significant assumptions. We involved our valuation specialists to assist with evaluating the methodology and significant assumptions used by the management to determine the fair value estimates. Additionally, we performed sensitivity analyses of the identified significant assumptions and compared them, as applicable, to current industry and market trends, the assumptions used by the Company to value similar assets in other acquisitions, as well as historical results, among other procedures.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 22, 2021

WASTE MANAGEMENT, INC.

CONSOLIDATED BALANCE SHEETS
(In Millions, Except Share and Par Value Amounts)

	December 31, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	$ 553	$ 3,561
Accounts receivable, net of allowance for doubtful accounts of $33 and $28, respectively	2,097	1,949
Other receivables, net of allowance for doubtful accounts of $7 and $1, respectively	527	370
Parts and supplies	124	106
Other assets	239	223
Total current assets	3,540	6,209
Property and equipment, net of accumulated depreciation and amortization of $20,095 and $18,657, respectively	14,148	12,893
Goodwill	8,994	6,532
Other intangible assets, net	1,024	521
Restricted trust and escrow accounts	347	313
Investments in unconsolidated entities	426	483
Other assets	866	792
Total assets	$ 29,345	$ 27,743
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 1,121	$ 1,065
Accrued liabilities	1,342	1,327
Deferred revenues	539	534
Current portion of long-term debt	551	218
Total current liabilities	3,553	3,144
Long-term debt, less current portion	13,259	13,280
Deferred income taxes	1,806	1,407
Landfill and environmental remediation liabilities	2,222	1,930
Other liabilities	1,051	912
Total liabilities	21,891	20,673
Commitments and contingencies		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, $0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,129	5,049
Retained earnings	11,159	10,592
Accumulated other comprehensive income (loss)	39	(8)
Treasury stock at cost, 207,480,827 and 205,956,366 shares, respectively	(8,881)	(8,571)
Total Waste Management, Inc. stockholders' equity	7,452	7,068
Noncontrolling interests	2	2
Total equity	7,454	7,070
Total liabilities and equity	$ 29,345	$ 27,743

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS
(In Millions, Except per Share Amounts)

	Year Ended December 31,		
	2020	2019	2018
Operating revenues	$ 15,218	$ 15,455	$ 14,914
Costs and expenses:			
Operating	9,341	9,496	9,249
Selling, general and administrative	1,728	1,631	1,453
Depreciation and amortization	1,671	1,574	1,477
Restructuring	9	6	4
(Gain) loss from divestitures, asset impairments and unusual items, net	35	42	(58)
	12,784	12,749	12,125
Income from operations	2,434	2,706	2,789
Other income (expense):			
Interest expense, net	(425)	(411)	(374)
Loss on early extinguishment of debt, net	(53)	(85)	—
Equity in net losses of unconsolidated entities	(68)	(55)	(41)
Other, net	5	(50)	2
	(541)	(601)	(413)
Income before income taxes	1,893	2,105	2,376
Income tax expense	397	434	453
Consolidated net income	1,496	1,671	1,923
Less: Net income (loss) attributable to noncontrolling interests	—	1	(2)
Net income attributable to Waste Management, Inc.	$ 1,496	$ 1,670	$ 1,925
Basic earnings per common share	$ 3.54	$ 3.93	$ 4.49
Diluted earnings per common share	$ 3.52	$ 3.91	$ 4.45

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Year Ended December 31,		
	2020	2019	2018
Consolidated net income	$ 1,496	$ 1,671	$ 1,923
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	15	8	8
Available-for-sale securities, net	11	15	5
Foreign currency translation adjustments	20	55	(105)
Post-retirement benefit obligation, net	1	1	2
Other comprehensive income (loss), net of tax	47	79	(90)
Comprehensive income	1,543	1,750	1,833
Less: Comprehensive income (loss) attributable to noncontrolling interests	—	1	(2)
Comprehensive income attributable to Waste Management, Inc.	$ 1,543	$ 1,749	$ 1,835

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)

	Year Ended December 31,		
	2020	2019	2018
Cash flows from operating activities:			
Consolidated net income	$ 1,496	$ 1,671	$ 1,923
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation and amortization	1,671	1,574	1,477
Deferred income tax expense (benefit)	165	100	25
Interest accretion on landfill liabilities	103	98	95
Provision for bad debts	54	39	54
Equity-based compensation expense	94	86	89
Net gain on disposal of assets	(9)	(27)	(47)
(Gain) loss from divestitures, asset impairments and other, net	43	113	(58)
Equity in net losses of unconsolidated entities, net of dividends	60	55	41
Loss on early extinguishment of debt, net	53	85	—
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(179)	(53)	(16)
Other current assets	10	(23)	(16)
Other assets	53	10	(14)
Accounts payable and accrued liabilities	(37)	243	203
Deferred revenues and other liabilities	(174)	(97)	(186)
Net cash provided by operating activities	3,403	3,874	3,570
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(4,085)	(521)	(460)
Capital expenditures	(1,632)	(1,818)	(1,694)
Proceeds from divestitures of businesses and other assets (net of cash divested)	885	49	208
Other, net	(15)	(86)	(223)
Net cash used in investing activities	(4,847)	(2,376)	(2,169)
Cash flows from financing activities:			
New borrowings	5,790	4,683	359
Debt repayments	(7,807)	(533)	(499)
Premiums paid on early extinguishment of debt	(30)	(84)	—
Net commercial paper borrowings (repayments)	1,808	(1,001)	453
Common stock repurchase program	(402)	(248)	(1,004)
Cash dividends	(927)	(876)	(802)
Exercise of common stock options	63	67	52
Tax payments associated with equity-based compensation transactions	(34)	(33)	(29)
Other, net	(20)	(11)	(38)
Net cash (used in) provided by financing activities	(1,559)	1,964	(1,508)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	4	2	(3)
(Decrease) increase in cash, cash equivalents and restricted cash and cash equivalents	(2,999)	3,464	(110)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	3,647	183	293
Cash, cash equivalents and restricted cash and cash equivalents at end of period	$ 648	$ 3,647	$ 183
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	$ 553	$ 3,561	$ 61
Restricted cash and cash equivalents included in other current assets	28	15	49
Restricted cash and cash equivalents included in restricted trust and escrow accounts	67	71	73
Cash, cash equivalents and restricted cash and cash equivalents at end of period	$ 648	$ 3,647	$ 183

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
		Common Stock		Additional Paid-In	Retained	Accumulated Other Comprehensive	Treasury Stock		Noncontrolling
	Total	Shares	Amounts	Capital	Earnings	Income (Loss)	Shares	Amounts	Interests
Balance, December 31, 2017	$ 6,042	630,282	$ 6	$ 4,933	$ 8,588	$ 8	(196,964)	$ (7,516)	$ 23
Adoption of new accounting standards	80	—	—	—	85	(5)	—	—	—
Consolidated net income	1,923	—	—	—	1,925	—	—	—	(2)
Other comprehensive income (loss), net of tax	(90)	—	—	—	—	(90)	—	—	—
Cash dividends declared of $1.86 per common share	(802)	—	—	—	(802)	—	—	—	—
Equity-based compensation transactions, net of tax	151	—	—	60	1	—	2,345	90	—
Common stock repurchase program	(1,008)	—	—	—	—	—	(11,673)	(1,008)	—
Divestiture of noncontrolling interest	(19)	—	—	—	—	—	—	—	(19)
Other, net	(1)	—	—	—	—	—	(7)	—	(1)
Balance, December 31, 2018	$ 6,276	630,282	$ 6	$ 4,993	$ 9,797	$ (87)	(206,299)	$ (8,434)	$ 1
Consolidated net income	1,671	—	—	—	1,670	—	—	—	1
Other comprehensive income (loss), net of tax	79	—	—	—	—	79	—	—	—
Cash dividends declared of $2.05 per common share	(876)	—	—	—	(876)	—	—	—	—
Equity-based compensation transactions, net	164	—	—	56	1	—	2,585	107	—
Common stock repurchase program	(244)	—	—	—	—	—	(2,247)	(244)	—
Other, net	—	—	—	—	—	—	5	—	—
Balance, December 31, 2019	$ 7,070	630,282	$ 6	$ 5,049	$ 10,592	$ (8)	(205,956)	$ (8,571)	$ 2
Adoption of new accounting standards	(2)	—	—	—	(2)	—	—	—	—
Consolidated net income	1,496	—	—	—	1,496	—	—	—	—
Other comprehensive income (loss), net of tax	47	—	—	—	—	47	—	—	—
Cash dividends declared of $2.18 per common share	(927)	—	—	—	(927)	—	—	—	—
Equity-based compensation transactions, net	172	—	—	80	1	—	2,158	91	—
Common stock repurchase program	(402)	—	—	—	—	—	(3,687)	(402)	—
Other, net	—	—	—	—	(1)	—	4	1	—
Balance, December 31, 2020	$ 7,454	630,282	$ 6	$ 5,129	$ 11,159	$ 39	(207,481)	$ (8,881)	$ 2

See Notes to Consolidated Financial Statements.

F) CRIMINAL AND CIVIL DISCLOSURES

Describe any criminal proceedings in which the Proposer, any affiliate of the Proposer, and/or any director or officer of the Proposer or affiliate (with respect to their actions in such capacity), and any individual identified as Key Personnel in the Proposal has been named as a defendant that are either currently pending or were concluded within the past five years. For each proceeding, provide the name of the case, the court in which it was filed, the docket number, and the disposition.

There are no matters to report. We limited the scope of our inquiry to matters in the State of Nevada.

Describe any lawsuit in which the Proposer or any affiliate of the Proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five years. For each lawsuit, provide the name of the case, the court in which it was filed, the docket number, and the disposition. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendants, or settlements, of less than $5,000, need not be disclosed.

- Northwest Administrators, Inv. v. Waste Management of Nevada, Inc.; US District Court – W.D. Washington; Case 21-CV-1614-RAJ; matter pending.
- Sierra Woods, et.al. v. Waste Management of Nevada, Inc.; Washoe County District Court; Case CV19-00797; matter pending.
- Green Solutions Recycling, LLC v. Refuse, Inc. Reno Disposal Company, Inc., Waste Management of Nevada, Inc., City of Reno; US District Court – District of Nevada; Case 3:16-CV-334; Federal Court upheld City of Reno's statutory based franchise authority; matter concluded.
- Nevada Recycling and Salvage, Ltd., and AMB LLC dba Rubbish Runners v. Reno Disposal Company, Inc.; Waste Management; Refuse, Inc.; Washoe County District Court; Case CV17-01143; Franchise enforcement action against violators; matter pending.
- Charles and Diana James v. Waste Management of Nevada, Inc.; Washoe County District Court; Case CV15-02201; matter dismissed.
- West Taylor Street, LLC v. Waste Management of Nevada, Inc.; Washoe County District Court; Case CV-1202995; matter dismissed.



2 | EXPERIENCE

A) COLLECTION EXPERIENCE

Proposer shall provide a description of the collection services they currently provide including number of jurisdictions served; the number of single family residential, multifamily residential and commercial and industrial customers served; tons collected, diverted, and disposed of annually; and the type and number of vehicles dispatched per day for each of the services provided.

Waste Management currently services nine franchised areas in Northern Nevada: City of Reno, Washoe County, City of Sparks, Incline Village General Improvement District, Carson City, Storey County, Canyon General Improvement District, City of Fernley and Lyon County.

Below is a sample of those services.

Incline Village	
Single Family Residential Customers	4,101
Multifamily Residential Customers	33
Commercial Customers	358
Industrial Customers	8
Tons Collected	14,968
Tons Diverted	1,851
Tons Disposed of Annually	13,117
Type and Number of Residential Trucks Dispatched per day	3 Automated Side Load Trucks
Type and Number of Commercial Trucks Dispatched per day	1 Front End Loader
Type and Number of Industrial Trucks Dispatched per day	1 Roll Off Truck



Fernley	
Single Family Residential Customers	8,055
Multifamily Residential Customers	12
Commercial Customers	82
Industrial Customers	25
Tons Collected	14,264
Tons Diverted	208
Tons Disposed of Annually	14,264
Type and Number of Residential Trucks Dispatched per day	4 Automated Side Loader
Type and Number of Commercial Trucks Dispatched per day	1 Front End Loader
Type and Number of Industrial Trucks Dispatched per day	1 Roll Off Truck



Provide references for jurisdictions of similar size to Lyon County that the proposer currently serves or has served in the last five (5) years (three or more references preferred). References should include: the services provided; and the name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

As a trusted environmental solutions partner for communities/businesses/universities throughout Nevada, we know Nevada customers, their needs, and their requirements better than any other company. We provide service for many of the County's neighbors. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Municipality	Carson City
Approximate Population	54,773
Services Provided	Residential Trash, Recycle, Green Waste Collection - Commercial Trash, Recycle
Point-of-Contact	Rick Cooley, Operations Manager, Carson City Public Works 3505 Butti Way, Carson City, NV 89701 (775) 283-7302 | rcooley@carson.org

Municipality	Storey County
Approximate Population	4,123
Services Provided	Residential Trash – Commercial Trash, Recycle – transfer station Operation
Point-of-Contact	Austin Osborne, County Manager PO Box 176, Virginia City, NV 89440 (775) 847-0968 | aosborne@storeycounty.org

Municipality	Fernley
Approximate Population	20,068
Services Provided	Residential Trash – Commercial Trash - transfer station Operation
Point-of-Contact	Daphne Hooper, County Manager 595 Silver Lace Blvd., Fernley NV 89408 (775) 784-9864 | dhooper@cityoffernley.org

Municipality	Incline Village General Improvement District
Approximate Population	8,669
Services Provided	Residential Trash, Recycle – Commercial Trash, Recycle – transfer station Operation
Point-of-Contact	Madonna Dunbar, Resource Conservationist/IVGID Waste Not Programs 1220 Sweetwater Road, Incline Village 89451 (775) 832-1212 | madonna_dunbar@ivgid.org

Municipality	City of Sparks
Approximate Population	100,589
Services Provided	Residential Trash, Recycle – Commercial Trash, Recycle

Point-of-Contact	Dan Marran, Contracts and Risk Manager 431 Prater Way, Sparks NV 89431 (775) 353-2273 | dmarran@cityofsparks.us

B) SERVICE INITIATION EXPERIENCE

Describe proposer's experience with implementation of new franchise agreements in which the Proposer replaced the existing Franchisee or initiated new collection services that required the distribution of carts. Include a minimum of three reference projects for which the Proposer has initiated a new collection contract and/or new collection services. References should include: the services provided; and the name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

Waste Management has decades of experience in moving communities from manual to automated cart and bin service, adding recycling programs, and new contract implementations with transitions from other haulers. In every one of our Nevada and Northern California franchise agreements, we have executed some level of transition to adapt our service delivery for changes in collection methodology, regulations, technology, waste composition, customer behavior, and service needs. Recent examples include:

- Accommodated Carson City's move to mandatory trash service for residents and implementation of recycling and green waste diversionary streams for more than 17,000 residents.
- Implemented residential single stream recycling collection for more than 140,000 customers in Incline Village, Reno, Sparks, and unincorporated Washoe County, and containerized the waste stream in all jurisdictions
- Transitioned residential and commercial service operations, including moving commercial service from open market to a franchise system, from Recology in the City of Chico, California.

Three examples of successful implementation of new programs for Carson City, City of Reno, and City of Chico are described in the following narratives.

Reference Project 1 | Accommodated Mandatory Trash Service with Residential Single Stream and Green Waste Collection in Carson City, Nevada

In December 2018 the Carson City Board of Supervisors awarded WM a franchise agreement to provide trash, recycling and green waste collection for all residential customers. This agreement also included trash and recycling collection for commercial customers. WM was the existing service provider when the RFP was issued. However, this was a significant expansion in services from residential trash and commercial trash service. Efforts included:

- Implementation of mandatory trash service on behalf of the municipality
- Communication and management of mandatory service exemption
- New residential recycling service
- New residential green waste service
- Delivery of up to 5 carts per household for 17,000 single family residential customers

- Transfer of billing services to WM from the municipality
- Creation of local services website
- Launched a deployment hotline for residents to call with roll out questions
- Updated internal customer service tools and trained CSRs to field customer calls

Rollout took place between January 1, 2019, and July 1, 2019, when the new services began.

WM began communicating the coming services in January 2019. The goal was to make customers aware of the new services, rates, customer service contact information and steps to opt out of services. Outreach efforts included direct mailings, television, newspaper, radio and social media campaigns. WM also partnered with Carson City to host a series of town halls.

Basic service includes one 96-gallon trash cart and up to two recycling and green waste carts per household. With 17,000 residential customers, WM had to develop and implement a strategy for distribution of more than 50,000 carts.

Five positions were created and filled at the site to create a local customer service center, which continues to help customers understand and adjust their services to fill their needs.

Moving to mandatory trash service was vital to ensuring health and safety of this growing community. The service also helped to reduce dumping in open spaces.

Jurisdiction:	Carson City, Nevada
Commencement date and term of new agreement:	2019-2034
Service initiation performed:	Residential trash, single stream recycling, green waste collection implementation
Jurisdiction's representative:	Rick Cooley, Operations Manager, Carson City Public Works 3505 Butti Way, Carson City, NV 89701 (775) 283-7302
Number of residential customers served:	17,209
Number of commercial customers served:	1,171
Total tons collected annually	166,467.84
Vehicles dispatched per day	23

Reference Project 2 | Implemented Residential Single Stream Recycling Collection in the City of Reno, Nevada

Franchise changes occurred in the City of Reno as a result of a new agreement executed in November 2012. New service offerings eliminated the basket recycling system and replaced it with single stream recycling carts and containerized the waste stream so that no material was left outside the cart, with limited exceptions. The City provided a discounted recycling rate for commercial customers to encourage recycling. It also required the construction of a new recycling campus at the operations facility on Commercial Row along with the integration of compressed natural gas (CNG) vehicles into the Reno fleet and the necessary construction of slow fill and fast fill fueling operations to re-fuel the CNG trucks and modification in the maintenance facility to work on these vehicles. What started out as 12 CNG trucks, is now at 60. Through the franchise, the City has the ability to use the CNG fueling station for their

vehicles. Customers in good standing were provided the opportunity to use the two Reno transfer station locations up to four times per year as part of their base service. Implementation of all these services resulted in a cleaner community and a higher participation rate for residential and commercial recycling, allowing the City to contribute to the 30+ percent overall recycling rate in Washoe County. The City also required an expanded list of ancillary services on a subscription basis for those customers with unique solid waste needs so that the entire community did not have to pay for services they did not use.

We faced many obstacles in rolling out the new services in the City of Reno. 80,000 new solid waste and recycling carts had to be delivered to 64,000 residential customers. Like the Carson City proposal, recycling baskets had to be recovered from customer locations. Lessons learned in that roll out proved invaluable when the City of Sparks, Incline Village, and Washoe County were rolled out with similar service levels.

Jurisdiction:	City of Reno, Nevada
Commencement date and term of new agreement:	2012-2029
Service initiation performed:	Residential single stream recycling collection and implementation
Jurisdiction's representative (at time of negotiation):	Lynne Barker, Sustainability Manager 1 East First Street, Reno, Nevada 89505 (775) 334-2288
Number of residential customers served:	66,563
Number of commercial customers served:	4,679
Total tons collected annually	477,573
Vehicles dispatched per day	Residential: 19; commercial: 11; roll off: nine; recycling: 16

Reference Project 3 | Transitioned Residential and Commercial Service Operations in the City of Chico, California

We were awarded a new, exclusive franchise agreement with the City of Chico, California for residential, commercial, multifamily, and permanent roll off services that required transitioning customers from a single cart/bin to a multi-cart/bin system.

Our established North Valley Disposal hauling operations worked closely with the City to accomplish the following milestones:

- Mobilized more than 40,000 residential and commercial containers
- Implemented service to more than 6,800 new residential and commercial customers
- Established and billed more than 6,800 new accounts with limited customer account information from prior hauler
- Created efficient collection routes
- Launched a deployment hotline for residents to call with roll out questions
- Updated internal customer service tools and trained CSRs to field customer calls

Outreach efforts: WM conducted ongoing residential, multifamily, and commercial outreach with frequent notifications, regular collaboration meetings with City staff, multiple direct mailers regarding service changes and implementation timelines, local website dedicated to Chico services, dedicated customer service staff during the transition, and a devoted public outreach specialist to assist with informing residents about the transition to alleviate concerns.

Jurisdiction:	City of Chico, California
Commencement date and term of new agreement:	2017-2029
Service initiation performed:	Residential and commercial service transition
Jurisdiction's representative: (at time of negotiation)	Mark Orme, City Manager 441 Main Street, Chico, California 95928 (530) 896-7210
Number of residential customers served:	19,676
Number of commercial customers served:	1,201
Total tons collected annually	47,255
Vehicles dispatched per day	Residential: five; commercial: three; roll off: two; recycling: two

Describe how the company handled the specific requirements for the procurement of vehicles and personnel; training of personnel; billing and fee collection services; determination of routes and operating procedures; delivery of containers; public education; and the preparation of procedures to ensure a smooth transition from one company to another and/or one type of service to another.

Commitment to a Successful, Stress-Free Service Transition

Since WM is Lyon County's current incumbent no transition plan is needed; nor will there be any service interruptions. To satisfy the above requirement in the County's RFP, WM outlines our approach to a successful service transition. Our transition plan presented in the following paragraphs is ever evolving to meet the different goals of each of our customers.

Waste Management understands that changing service providers may seem daunting. The goal of our transition plans and process is to ease transition worries by listening to our customer's needs and using what our experience has taught us. We prepare for each of our implementations by assembling a fully-staffed transition team that can navigate through and tackle all the details. The WM transition team has access to all the resources available through Waste Management to smoothly execute each transition.

We have introduced our services to many communities, and we have seen that a successful transition more often than not recognizes that:

- **Every community needs a customized plan.** We value the fact that each customer is different and has specific service requirements and goals. We have learned that taking the time to ask questions, listen, and appreciate unique customer needs results in a smoother implementation. Together, we anticipate and overcome hurdles before they become challenges.
- **Relevant local experience is key.** Our local teams have expertise in new contract start-ups and relevant local experience with neighboring communities.

- **A smart approach includes proven processes and technologies**. From operations to customer service, WM has tested processes and innovative new technologies that allow us to bring a level of service reliability and customer satisfaction that is truly unmatched.

First, we cover core administrative competencies like customer service and data integrity, and then we address our operational approach to specific transition details such as how and when we deliver new carts, develop routes, and purchase trucks. A transition is not successful without both parts of the plan. Working with our customers, we are committed to a smooth introduction of Waste Management, our employees, and our collection services to our new customer communities

Know Our Customers – It All Starts with Data Integrity

Although the services we provide in each community may differ, some core competencies make a significant impact on our customers' experiences during a transition of service providers. First, we must confirm that we have accurate data; we need to know who our new customers are, what services they want, and establish a protocol for communicating ongoing account updates such as new service start-ups and stops with the customer. Second, we need to capitalize on our ability to communicate directly with our new customers – this includes both our efforts to engage through public education and our ability to communicate and resolve questions through multiple communication channels.

Accurate service and contact information allows all aspects of our customers' experiences to go smoothly – from hassle-free collections to timely delivery of educational and service information. Waste Management works with the prior service provider to coordinate an initial transfer and periodic updates of customer data throughout the contract transition period.

Requested data can include:

- Current community-billing account number
- Service address, customer name, and contact information
- Service details, including container type(s), size(s), container quantity, frequency of collection, and current collection day
- Account special handling/service notes (i.e., locked access, drive-in, disabled customer assistance, etc.)

Customer data accuracy can make or break an implementation and sometimes the previous hauler's ability to provide accurate data is limited. If a hauler has not served a community for a long time, they often do not have documentation of customer nuances, or if an area of the community was recently annexed, it may not exist in their database. Regardless of the reason, if we do not receive data from the previous hauler or if that data is incomplete, we utilize our internal Geographic Information System (GIS) and information technology teams to build a new customer database and to validate the customer data we do receive. All data is scrubbed for inaccuracies, duplications, and inconsistencies prior to being loaded into our customer service database, Mid-America Systems (MAS). Data verification efforts often include parcel verification audits, site visits, phone audits, and direct mail requests. These efforts confirm that we have included all customers in our database and that we can provide accurate service reporting.

Implementation - Customer Service and Employee Training

Implementations often come with a lot of change, and we do everything possible to make these transitions hassle-free for our new customers. We connect with our customers in whatever format they prefer, whether via our mobile app, LiveChat, online at wm.com, or by phone. Regardless of how they

reach out, it is essential that customers receive accurate information, immediate answers to their questions, and quick resolutions to their service requests. We accomplish this through preparing and training our customer experience team to be experts in your community and your contract.

We place significant resources and time in our training efforts, which include:

- **Specific content for our online reference database.** Waste Management develops the client-specific content on Green Pages, our online database that allows a Waste Management customer service representatives (CSRs) to pull up community-specific service information, service offerings, and rates within a matter of seconds. Each time a mailing is sent out to the client's residents, it is uploaded to Green Pages allowing agents to reference and look at the same documents that the customer is viewing. Our CSRs use this tool during every call to provide customers with the most accurate service information. Green Pages is a tool that we use throughout the entire contract term and is updated frequently to confirm information accuracy.
- **Intensive, customized training for implementation.** We begin by developing customized training presentations and materials with information on the collection services, programs, rates, and contract terms. Training also includes information on our implementation plan and timeline. Our customer experience staff know exactly when key mailings go out, and when important implementation milestones (e.g., cart deliveries, day changes, rate changes, etc.) occur so that they can prepare to assist customers with related inquiries.



CSRs handling the County's calls regularly receive training in small groups to facilitate discussion and questions.

- **Increased staffing during implementation when we know there may be a spike.** Although minimal resident impact can be associated with a Waste Management transition, there may be a call spike during the first couple weeks before and after Waste Management collection begins. Sometimes customers call to request duplicate copies of materials already sent or to confirm their collection schedule. We prepare for this spike in call volume with additional on-call staff who are trained on our customers' program and who are ready to assist as needed.

Education Shows Customers How Easy it is to do Business with Waste Management

In today's world, we cannot rely on one form of customer communication, which is why we have many methods of connecting with our customers. All of our outreach efforts share a common goal - to provide clear, concise, and relevant service information. During a contract transition, the customer's residents will want to know:

- Who will be picking up their material and how to contact them
- What the major changes will be and how those changes impact them
- When new services and service-related changes go into effect
- How to properly participate in new services
- Where to go for more information

We proactively answer these questions and engage customers in-person, online, through local news outlets, and by providing printed material via direct mail. Our public education resources and outreach efforts can include:

24/7 access to wm.com. We collaborate with our customer's staff to build out a specific webpage that includes meaningful service information, photos, and resources that reflect the interests of your community. Using Waste Management's local website, customers can easily find information about the upcoming service transition as well as service information, disposal resources, rates, and recycling resources. Online account management functionality allows customers to:

- Initiate service or request additional services
- Schedule an empty and return (roll off customers only)
- View pickup schedule and collection ETA
- Schedule an extra pickup or bulky item collection
- Request cart or container repair
- Edit account contact information

Welcome Postcard. We mail each customer a simple note to introduce ourselves, inform them of the upcoming transition, and reassure them that more information will be provided as we get closer to the implementation date. At this time, we will also direct customers to our website, customer service center, and upcoming community meetings for more information.

A Comprehensive Welcome Packet. We mail each customer a welcome packet that contains an overview of key implementation information and dates, an overview of new services, rates, a collection schedule, recycling guide, and information on local resources and events. In the event a customer's service day is changing, we also notify them of their new pickup day as part of this mailing. Below are samples of outreach materials:



Sample Cart Placement Postcard – Front



Sample Cart Placement Postcard - Back



DEAR YOUR TOWN RESIDENT:

YOUR TOWN and Waste Management are pleased to provide a comprehensive solid waste program designed to encourage recycling and waste reduction, reduce litter in our neighborhoods, and ensure that waste is disposed of in an environmentally responsible manner. The information in this brochure will assist you with the garbage, recycling, yard waste, electronic recycling, and household hazardous waste disposal in YOUR TOWN.

For further information, please visit our local website at home.wm.com/TBD or contact Waste Management at TBD. Waste Management Customer Service hours are 8 a.m. – 6 p.m. Monday through Friday and 8 a.m. – 12 p.m. on Saturday.

Or you can also visit the City of Joliet's website at TBD.

Thank you and we appreciate your cooperation.
Waste Management & YOUR TOWN

COLLECTION TIMES AND CARTS

All garbage and recycling carts, including yard waste, must be placed at the curb no later than 7 a.m. the day of collection. Carts should be placed with the handle facing away from the roadway and at least three feet apart. Residents may put their carts out the night before collection. Please do not place the carts on the street. Residents should keep carts in their garage or a location in the back or side yard if they are being kept outside. After collection, all carts should be removed no later than the evening of your collection day. Please call Waste Management at (815) 280-7854 if your cart becomes damaged or needs repair. Additional carts can be rented or purchased, or existing carts can also be downsized or upsized for an additional fee.

OBSERVED HOLIDAYS

When your collection day falls on or after one of the holidays below, your collection will be delayed one day that week.

NEW YEAR'S DAY MEMORIAL DAY INDEPENDENCE DAY LABOR DAY THANKSGIVING DAY CHRISTMAS DAY

WM WASTE MANAGEMENT

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Sample Customer Service Brochure - Front and Back

SOLID WASTE /GARBAGE

Each home is provided with a 96-gallon or 64-gallon cart for solid waste free of charge. Additional waste may be placed in either plastic bags OR containers that are not greater than 45 gallons in size and do not exceed 50 lbs. All waste should be properly contained to prevent littering. Residents may rent an additional 96-gallon refuse cart for $5.00 per month by calling (815) 280-7854. Residents may also purchase or rent additional carts or for a fee they can upsize or downsize their cart.

- Bulk items will be collected with the weekly pickup (i.e., couches, small tables, mattresses, chairs, etc.). Furniture and mattresses must be dry. In case of rain or snow, please cover. Christmas trees are considered a bulk item and will be picked up through January 31.
- Carpet is considered a bulk item and must be cut and rolled into 4-foot lengths. Each roll must not weigh more than 50 lbs. All carpeting and padding must be secured with tape or string prior to collection. Carpet and padding must be dry. In case of rain or snow, please cover.
- Waste Management will collect large household appliances such as refrigerators, washers, dryers, AC units, and dehumidifiers on residents' regular weekly collection day. These items will be collected separately and will be recycled. As a safety precaution, please remove the doors from refrigerators and freezers. Residents should call Waste Management at (815) 280-7854 to schedule collection of appliances.
- Old water softeners can be taken as trash. Prior to placing curbside on your regularly scheduled collection day, these items need to be drained of all water and/or salt.
- Incidental quantities of home improvement project debris will be collected if properly contained in either the garbage cart, a 35-gallon can and/or bundled and tied, so that each bundle does not exceed 50 lbs. There is a limit of five 35-gallon cans or three 50 lbs. bundles of home debris per week.
- Hot water tanks are NOT taken as regular trash and should be scheduled as a White Goods pickup. Call Waste Management at (815) 280-7854.
- Materials from floods, fires, moving and evictions will not be collected with garbage. Separate arrangements must be made. Call (815) 280-7854 for more information.

RECYCLING

- Each home is provided with a 96-gallon or 64-gallon recycling cart with a yellow lid free of charge. Residents may rent or purchase an additional recycling cart or downsize or upsize their current carts for a fee by calling (815) 280-7854.
- Please do not place food, liquids or plastic bags in your recycling cart, and don't bag your recyclables. Empty materials directly into your cart. See the adjacent panel for acceptable recyclable materials and more ways to recycle right.
- Shredded paper must be placed in a paper bag first, then placed in your recycling cart. Shredded paper loose or in a plastic bag will contaminate all the other materials in your recycling cart.

YARD WASTE

Yard waste such as grass clippings, leaves, tree branches, and brush is collected weekly on your scheduled collection day from mid-March through the first week in December.

- Yard waste must be placed in either brown paper yard waste bags OR in clearly labeled 32-gallon containers. YARD WASTE ONLY labels are available at no charge at Joliet City Hall and Joliet Jewel-Osco. All 32-gallon containers used for yard waste MUST be properly labeled if used for yard waste collection.
- Brush and branches must be cut into 4-foot lengths and securely bundled with string or twine. Each bundle must not exceed 50 lbs. Unbundled brush and branches will not be collected.
- Residents can also rent or purchase 96-gallon yard waste carts by contacting the Waste Management Customer Service Center at (815) 280-7854.
- Please note that sod, whole trees, stumps, limbs greater than 3 inches in diameter, and dirt are not part of the weekly yard waste program.
- Landscaping bark and pumpkins are not yard waste - please put them in the trash.
- Christmas Trees will be collected on your regularly scheduled garbage day through January 31. Remove all decorations and leave the tree next to your garbage cart. If your tree is taller than 5 feet, please cut it in half.

Sample Customer Service Brochure - Inside

Community Meetings. Waste Management holds community meetings at convenient and accessible locations to introduce residents to new service offerings and review key transition information. Each meeting includes a new service overview followed by an open question and answer session. Informational meeting dates are included in all pre-implementation press releases and resident mailings.

Site Visits. Commercial and multifamily customers are visited by a Waste Management recycling specialist and are eligible for technical assistance, educational tools, and resources to help maximize the effectiveness of their recycling program. While with the customer, we also confirm the accuracy of contact information and that containers on site match the data we have on file.

Media Outreach. We collaborate to conduct outreach to local news sources. Press releases are distributed throughout the contract implementation to promote key implementation messages and dates, new service offerings, and community educational events.

Contract Compliance and Reporting

Our Contract Compliance team plays an integral role in implementing new services. As part of our implementation team, they provide oversight so that transition and contract implementation are conducted in accordance with contract terms. Specifically, the Contract Compliance team will:

- Develop a comprehensive compliance checklist that will be used during implementation
- Review Green Pages information, webpage, and promotional content to confirm accuracy
- Establish ongoing data reporting protocols
- Review, adjust, and audit rates per contract specifications
- Conduct internal contract compliance audits

Execution of Operational/Transition Plan

Building from the more than 50 years of experience we have with service transitions; we customize our operational tasks and timeline to your specific needs. Whether we are providing all new carts and adding new services or if we are keeping most items status quo, we still review each operation and service requirement to validate we are 100 percent ready to roll by day one of the new contract.

Major implementation tasks can include:

- Implementation meetings, coordination, and course correction
- New collection vehicles
- Cart and container deliveries
- Driver screening, hiring, and training
- Route development
- Contingency planning

These tasks are described in more detail below. A sample timeline of implementation tasks is also included.

New Collection Vehicles

With more than 32,000 collection vehicles in our company-wide fleet, we have developed a strong partnership with our vehicle manufacturing and onboard technology partners allowing for continuous innovation and vehicle enhancements with dependable purchasing and delivery timelines.

Cart and Container Deliveries

During the transition, it will be decided if residential and/or commercial customers will receive a new cart or container one week prior to their first scheduled collection day under the new contract. We educate customers on the benefits of cart-based collection, available cart sizes, and key cart delivery dates. Information is communicated at community meetings and through direct mail, out-dials, local media, and social media outlets.

Similarly, commercial customers receive outreach regarding the delivery of carts and containers as applicable, when to expect them and how to modify service levels.

Operationally, we take the following steps to ensure the proper cart(s) and container(s) are delivered to each customer:

- We produce and distribute an easy-to-read map for residents to confirm their scheduled delivery timeframe.
- Any discrepancies in planned versus actual delivery will be noted by the delivery crew and resolved daily by route management.
- Each cart and container will be delivered with appropriate decals and educational materials.

Driver Screening, Hiring, and Training

Through our existing recruiting and hiring efforts, we screen driver applicants weekly, and we maintain a list of candidates to hire when positions become available. Qualified driver applicants must undergo a comprehensive background check, fingerprinting, and drug testing before joining our team.



Waste Management focuses on hiring the most qualified applicants to reduce turnover rates, and we reach out to our local communities to advertise openings.

At Waste Management, new drivers participate in more than 80 hours of classroom and in-field new hire training – regardless of prior, relevant experience. Prior to a new contract, all drivers assigned to the client receive contract-specific training that includes a review of our implementation education efforts, materials, and resources, as well as information regarding the client's unique service requirements, collection offerings, and contractual requirements.

Route Development

Waste Management builds the client's routes to accommodate new services and changes to collection frequencies while taking into account current routing to minimize changes. All Waste Management routes are developed using our proprietary routing software, eRouteLogistics®, to minimize customer impact and

maximize safety and efficiency. New routes are street-tested and adjusted by our route managers prior to finalization.

Contingency Planning

Our longstanding supplier relationships, smart technologies, and our regional network of equipment and personnel make it possible to carry on with collections should a delay or unexpected event occur during a new contract implementation. Key contingency plans address:

- **Staffing.** Additional route management staff will be brought in from surrounding districts to provide in-field support during our implementation period. New drivers hired to serve the client will have completed their six-week training at least two weeks prior to our start date. Our staffing plan includes personnel to fill in for employees who are sick, on vacation, in training, or to provide extra help due to spikes in collection volume.
- **Collection Vehicles.** Collection vehicles will be delivered to our maintenance shop at least 60 days prior to our contract implementation so that they can be inspected and prepared for service. Each of our districts across the nation maintains a spare ratio of 15 percent, allowing us to draw from our existing fleet of backup collection vehicles if needed.
- **Cart and Containers.** We build in a 30-day buffer between when equipment begins to arrive and when we start customer deliveries. Our selected suppliers have multiple manufacturing locations, and our order can be reassigned to a backup facility should the primary production facility experience a delay. Additionally, we stock a surplus of carts and containers during the implementation period to accommodate a spike in new customer sign-ups or service level shifts.
- **Customer Service.** Our online customer database, Green Pages, is accessible to our CSRs across the nation, enabling us to enlist backup support from other regional centers in the event we receive a major spike in call volume for any reason, at any time.

Sample Transition Timeline of Implementation Tasks

Tasks	Start Date	Completion Date
Notice of award		
Contract negotiations		
Council contract execution		
Operations		
Carts and Containers		
• Development and community-approval of all cart/container graphics/messaging		
• Procurement of cart inventory		
• Finalize removal, assembly, delivery, vendor staging facility, and schedule		
• Conduct cart and container transition		
Trucks and Fueling		

• Permitting and construction of CNG fueling infrastructure (if applicable)		
• Place order for new collection vehicles		
• Develop and seek approval of contract-specific truck signage		
• Delivery of new collection vehicles		
• Conduct pre-implementation vehicle and onboard computer testing		
Routing		
• Develop routes using existing routes where possible		
• New route field-testing (prior to go-live)		
• Creation of final route maps		
Staffing		
• Conduct driver recruitment, interviews, and screening		
• Conduct classroom-based driver training and onboarding		
• Conduct field-based driver training		
Data Integrity and Ongoing Data Transfer Requirements		
Coordinate and conduct data transfers with outgoing service provider		
Audit and verify data accuracy, upload to MAS, and assign Waste Management account numbers, and if applicable link each account to its respective community-account number		
Request and establish codes for all services		
Establish ongoing data transfer, reporting, and community-invoice protocols		
Contract Compliance		
Develop comprehensive contract compliance checklist for implementation		
Establish reporting process and template in accordance with contract specifications		
Renew local business license, insurance, and performance bond		
Review all updates to wm.com and community website for accuracy and compliance with contract terms and maximize cross-promotion		
Customer Experience		
Update Green Pages to reflect changes to contract requirements and new services		
Review and approve Green Pages with all key departments		
Upload all transition public education materials to Green Pages for CSRs' reference		
Develop detailed new contract curriculum		

Management conducts pre-implementation training		
Management conducts small group CSR training with emphasis on new contract terms and new services		
New Green Pages content goes-live		
Public Outreach and Communication Efforts		
Communication		
• Present implementation programs, services, and timeline to City Council/Village Board at a scheduled time		
• Schedule month or bi-weekly meetings with key implementation staff and community contacts		
• Designate a dedicated implementation contact for the community's Public Information Officer		
• Finalize strategic communications plan with emphasis on promotion of new services and attain feedback/approval		
Communication with Residents		
• Design and distribute Welcome Postcard		
• Continually update wm.com with key service info		
• Conduct commercial/multifamily site visits		
• Design and distribute customer Welcome Packet		
• Design and distribute collection cart delivery promotional materials		
• Design and order supply of enforcement tags/ "oops" tags		
• Design and order supply of cart labels		
• Pitch press releases with new contract start date, new programs, and other important transition information		
• Conduct community meetings to distribute educational materials and allow residents an opportunity to ask questions		
• Update community webpage with new Welcome Packet materials, new service information, and transition announcements		



3 | PROPOSAL FOR COLLECTION SERVICES

a) Proposer shall describe how it plans to perform collection services for each of the following: Single Family Residential, Commercial and Industrial, and County Facilities.

- **Hours and days of operation:**

Residential	6AM-6PM Monday – Friday
Commercial	5AM-5PM Monday – Friday
Industrial	6AM- 6PM Monday - Friday
Lyon County Facilities	5AM-6PM Monday – Friday

- **Routing strategy and proposed routes:**

  WM operations framework is “Service Delivery Optimization” or SDO, which focuses on four pillars of performance: Safety, Service, Savings and Satisfaction. Our technology is used to define, track and measure all aspects of operations to achieve continuous improvement. Optimal routing strategies are used where routes are not fragmented or overlapping and have been configured for optimal efficiency. Each route is compact, consisting of street segments clustered in the same geographical area. Collection of residential routes is conducted in a figure 8 path, servicing a single side of the street at one time. On-board computers are used by collection personnel to identify customers to be serviced or identify other service issues to be communicated to dispatch during the day. Number of routes and service days are subject to change based on business needs of the customer.

- **Collection methodology, including discussion of special methods (if any) for collecting in any hard-to-service areas.**

  Residential - Collection service will be provided to residential customers with use of an Automated Side Loader, in Lyon County on the regular scheduled service day, no less than once per week. Residential municipal solid waste should be placed in a contractor owned 96-gallon or 64-gallon container placed curbside by 6AM on their designated collection day Monday through Friday. Customers will be notified in advance of service day changes due to a holiday.

  Commercial - Collection service will be provided to commercial customers with use of Contractor owned Front End Loader, Automated Side Loader or Rear Loader, in Lyon County on the regular scheduled service day provided at a frequency determined by the customers’ needs. Commercial business waste is to be placed in Contractor owned containers and is to be made accessible for service at 5AM Monday – Friday. Customers will be notified in advance of service day changes due to a holiday.

Industrial - Industrial service will be provided to industrial customers with use of Contractor owned Roll-Off truck, in Lyon County on the regular scheduled service day provided at a frequency determined by the customers' needs. Industrial business waste is to be placed in Contractor owned containers and is to be made accessible for service at 5 AM Monday – Friday.

Special Methods - For collection services provided by the Contractor in hard to service areas, all attempts will be made to work with the customers to service bins at the service address. In certain circumstances where safety may be compromised, alternate service locations may be agreed upon or alternate methods of collection provided where it is reasonable and practical to do so.

- **Itemized list of collection vehicles to be utilized. List must include vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.**



With more than 32,000 collection and support vehicles on the road throughout North America, Waste Management trucks are a familiar sight and one of the most visible symbols of our company. Our state-of-the-art fleet - navigating your community - assures the County is provided safe, quiet, efficient, and environmentally friendly collections.

All of our vehicles are fully enclosed and designed to be leak-proof with self-contained mechanisms to compress the material collected. The vehicles are painted in a uniform color and are easily identifiable as they adhere to specific branding guidelines. Vehicles are marked with unique unit identification numbers on both sides and the rear. We maintain detailed records of each collection vehicle and all vehicles are meticulously maintained for a clean and orderly appearance, as well as good working condition.

Waste Management's industry-leading onboard technology minimizes the environmental impacts of our collections while maximizing reliability and efficiency. From our advanced onboard computing system that streamlines communication, to our eRouteLogistics® mapping and routing software with real-time GPS, to our onboard digital cameras, to trucks powered by cleaner and more cost-effective natural gas - a partnership with Waste Management means that the County receives the latest advancements in always-evolving industry technology.

Service Vehicles

As part of or our base proposal, we plan to use the following 19 Waste Management owned and maintained vehicles listed below.

Residential Collection Vehicles

Year	Make	Model	Body Manufacturer	Capacity	Purchase Price	Age in Years
2008	AUTOCAR	WXLL64	McNeilus Automated Side Loader	31 Yard	$228,192	14
2008	AUTOCAR	WXLL64	McNeilus Automated Side Loader	31 Yard	$228,193	14
2008	AUTOCAR	WX64	McNeilus Automated Side Loader	26 Yard	$225,870	14

2008	AUTOCAR	WX64	McNeilus Automated Side Loader	26 Yard	$225,870	14
2009	AUTOCAR	WXLL64	McNeilus Automated Side Loader	31 Yard	$247,956	13
2009	AUTOCAR	WXLL64	McNeilus Automated Side Loader	31 Yard	$242,399	13
2020	AUTOCAR	ACX64	McNeilus Automated Side Loader	31 Yard	$335,996	2
2020	AUTOCAR	ACX64	McNeilus Automated Side Loader	31 Yard	$335,996	2
2020	AUTOCAR	ACX64	McNeilus Automated Side Loader	31 Yard	$335,996	2
2018	AUTOCAR	ACX64	McNeilus Automated Side Loader	31 Yard	$317,546	2



Commercial Collection Vehicles

Year	Make	Model	Body Manufacturer	Capacity	Purchase Price	Age in Years
2000	PETERBILT	320	Wittke Front End Loader	40 Yard	$157,439	22
2019	AUTOCAR	ACX64	Heil Front End Loader	28 Yard	$308,113	3
2007	MACK	LE613	Heil Front End Loader	40 Yard	$205,830	15

Roll Off Collection Vehicles

Year	Make	Model	Body Manufacturer	Capacity	Purchase Price	Age in Years
2007	MACK	MR688S	Galbreath Roll Off	50 Yard	$150,041	15
2007	MACK	CV713	Galbreath Roll Off	50 Yard	$129,632	15
2020	PETERBILT	520	AMREP Roll Off	50 Yard	$238,569	2

Support Vehicles

Year	Make	Model	Body Manufacturer	Capacity	Purchase Price	Age in Years
2012	FORD	F350	Container Delivery Flatbed	N/A	$61,518	10
2004	FORD	F650	Container Delivery Stinger Truck	8 Yard	$72,827	18
1995	RELIANCE	TRAILER	Roll Off Trailer	50 Yard	$97,452	27

- **Specifications for carts/bins to be used for collection:**

Residential

64-gallon plastic cart with wheels and lid
96-gallon plastic cart with wheels and lid

Commercial

96-gallon plastic cart with wheels and lid
1 cubic yard metal bin with lid
1.5 cubic yard metal bin with lid
2 cubic yard metal bin with lid
3 cubic yard metal bin with lid
4 cubic yard metal bin with lid
6 cubic yard metal bin with lid

Industrial

10 cubic yards compacted*
15 cubic yards compacted*
20 cubic yards compacted*
30 cubic yards compacted*
40 cubic yards compacted*
10 cubic yards open top
14 cubic yards open top or roll-top
20 cubic yards open top or roll-top
25 cubic yards open top or roll-top
30 cubic yards open top or roll-top
40 cubic yards open top

Compactors can be leased from Contractor or customer provided upon approval

Proven Solutions that will Produce Real Results for Lyon County

This section provides the roadmap for how we will deliver first-class collection of waste, recyclables, green waste, bulky waste, and special wastes, in conjunction with a comprehensive, collaborative public education and outreach plan, and best-in-class customer service offerings; all while maintaining reasonable rates for the residents and businesses of Lyon County.

Every good collection plan begins with building a culture that will support the goals of our communities, which is why we focus on four pillars of performance in our operations: safety, service, savings, and satisfaction. We execute our collection plans using Service Delivery Optimization (SDO) in all our operations.

SDO creates an environment and promotes a mindset that focuses on continuous improvement. Having this type of culture creates the partnership and community mindset that you are seeking. Waste Management developed SDO to marry technology and management to drive employee engagement, knowledge sharing, and accountability that gives all our team members the mindset to meet and exceed our customers' expectations. Since the extension of our current contract with the County, we have developed SDO based on our extensive research of best practice operations from businesses with expertise in logistics, employee engagement, and service delivery. The system, which is unique to Waste Management, has helped and will continue to help us meet the benchmarks set by Lyon County.



To accomplish our goals, the SDO approach encourages all employees to communicate their setbacks as well as their successes, which helps them unleash their potential. While a setback means that something went wrong, it also offers an opportunity for improvement by figuring out why it happened, learning from it, and making changes to prevent it from happening in the future. Alternatively, when something goes right, we celebrate success to encourage repeat behavior and share best practices. Rather than seeing the success of others as a threat, we want our employees to consider their successes as inspiring and a source of learning. Sites serving Lyon County have maintained a Gold SDO ranking.

Service Delivery Optimization Marries Management and Technology to Drive Superior Customer Service

We have enhanced our technology, adding onboard computers, routing software, and cameras, which our managers use to provide even better service to Lyon County. SDO provides metrics so we can coach everyone from our drivers to our district managers. We use technology to help our drivers be safer, better, and more effective in their service delivery. We have strengthened our management of collection and maintenance operations. Daily meetings with district managers and operations management staff are designed to review the previous day's performance and identify ways to end inefficiencies and improve managerial skills.

On a day-to-day basis, route managers are responsible for ensuring all routes are completed with little or no interruption. Route managers, operation specialists, and dispatchers have up-to-the-minute information about challenges drivers may experience on their routes and can shift resources and make route adjustments in real time. Our efficient communication links Lyon County staff, our operations staff, and our drivers, which allows us to respond to customer concerns quickly.



SDO encourages drivers to share their thoughts with each other on how to provide better service. During their daily morning huddles, managers might show a brief video of garbage scattered in the street. Drivers are asked to come up with the daily nugget on service improvement. A recent example: "Leave it better than you found it." It is a win-win for Lyon County residents, businesses, and for Waste Management.

SDO helps us be consistent and efficient in our service delivery, which saves time wasted on returning to collect missed containers. All routes are carefully planned to adhere to a schedule and are typically handled by the same drivers from week to week. They know which customers need yard service, so they have fewer missed collections. Also, they know the streets, giving them insights into each route to provide the safest possible service delivery.

SDO has increased drivers' satisfaction, resulting in reduced turnover, a highly trained team, and better performance. Because our entire operation is highly organized and predictable, drivers know what to expect. Their familiarity with the route and customers leads to improved service and customer satisfaction. Through SDO we actively engage with our drivers. Our drivers are our frontline employees, and their feedback from the streets is vital to meeting Lyon County's performance expectations.

Continuous Improvement for Proactive, World-Class Service Delivery

While SDO has put our operations processes leaps and bounds ahead of where we were and has helped us better deliver world-class service for Lyon County, we are not stopping there. We are actively exploring new technologies such as video and photo recognition for our trucks to immediately identify when a cart needs maintenance, when lids are left open, and contamination occurs. We look forward to discussing these new, innovative enhancements with the County and bringing their proactive capabilities to the Lyon County community.

Each service day, Lyon County's residential driving team members will:

- Receive a daily route list via their on-board computer. This includes their backyard service list and any special route actions for additional services or requests
- Conduct a comprehensive Department of Transportation (DOT) required pre-trip truck inspection, after which they will leave the facility and head to their designated route start point
- Service all special needs accounts, whereby the driver will retrieve the cart from the side, bring the cart to the curb, dump the cart, and return the emptied cart to its original location
- Respond if a cart tips over during the collection process by getting out of the vehicle and placing the cart back in its original position
- Clean up any litter or debris that is found around the cart location
- Continue until the route is complete
- Track their route via their on-board computer to confirm service at each location and to monitor for any new requests from dispatch including collection of abandoned waste, carts not out on service date and time, missed pickups, or containers corrected as result of contamination tag

- Proceed to transport the material to the designated disposal site
- Return at the end of their route to our hauling district and follow all DOT shut down procedures before parking their vehicle for the evening

The combination of our technology, routing expertise, and local Lyon County knowledge gives our team a distinct advantage in providing the most efficient collections for your community, which will ensure long-term rate stability and guaranteed best-in-class service delivery.

Onboard Technology

Our fleet's technology is specific to the services we perform, requiring us to custom develop and implement advancements based on what matters most to customers: our ability to deliver safe and efficient collection services with outstanding customer service. Utilizing innovative onboard technologies has made significant positive impacts to driver safety and accountability while enhancing employee communications, and ultimately maximizing our customers' experience. Key technologies that will be used in all of Lyon County's collection vehicles include:

Technology	Function	Benefit
eRouteLogistics	Mapping and routing software system used to develop and modify routes	• Considers traffic patterns in Lyon County, vehicle capacity, location of disposal sites, and travel times to create the most efficient routes possible to provide the best value to the County. • Fully integrated with our customer management software program to capture new customers and service changes.
Plan Versus Actual (PvA) Technology	Software that plots planned routes versus actual route status	• Identifies routes that may be running behind schedule to enable Waste Management to proactively redistribute routes to prevent missed or late collections.
Onboard Computer System	Onboard driver tablets with GPS technology that capture route data in real-time	• Obtains real-time information related to all truck locations, customers serviced, truck capacity, collection status, and additional data related to service exceptions. • Features a digital camera to capture images of relevant field events (i.e., service exemptions like no container out to be serviced, container blocked by a delivery truck, etc.) that are transmitted to our image database to be reviewed and addressed by our dispatch department to resolve any service concerns.
Onboard Computer Dispatch System	In-office software connecting dispatch and route management to our drivers	• Route modifications are made in real time and instantly appear on drivers' tablets so that any potential for service disruption is eliminated. • Enables dispatch and managers to assign service tickets electronically and communicate with drivers for immediate customer issue resolution (e.g., blocked container, late set out, etc.).

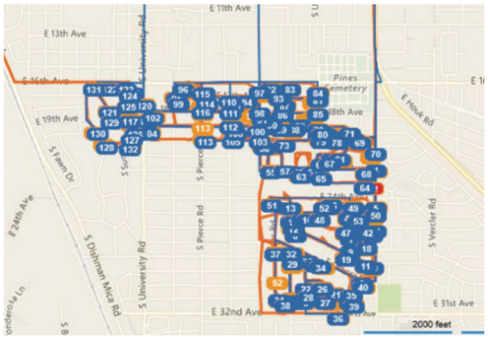
DriveCam®	Palm-sized digital video event recorder mounted on the windshield of our collection vehicles	• Designed to capture video and audio inside and outside the vehicle when triggered by abrupt actions (such as hard braking, sudden acceleration, swerving, speeding, or collisions.) • Assists in managers' ability to provide constructive driver feedback so that we can continuously reinforce our core value of safety. • Helps identify and address risky behaviors. • Enables managers to coach driver performance before accidents occur, further protecting the public, your community, and our employees. • Helps reduce collisions, claims, fuel consumption, and maintenance costs allowing us to provide competitive rates.

Clearly Documenting Route Exceptions



Among its many benefits, onboard computing is a key tool for noting and communicating route exceptions such as "no can out," blocked containers, and extra setouts. Each exception has a designated code in the drivers' onboard computers. Drivers log the appropriate code at the time of collection and have the option to add supplementary notes and photo images. This documentation is often shared with customers to help facilitate resolutions and provide high-quality service delivery.

Addressing Unplanned Events to Prevent Delays and Missed Pickups



In office, dispatch and route management staff proactively address unplanned events with OCDS. Traffic can slow a driver on their route. A sick driver's route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other drivers' route maps on their onboard computer tablets for the day. This puts the customer first, allowing us to react to all situations quickly.

Preventive Maintenance

Waste Management has a comprehensive preventive maintenance program for equipment. The program requirements are consistent with the standards and procedures recommended by the Technical

Maintenance Council (TMC) of the American Trucking Association. We are an active member and resource contributor to the TMC.

We employ an internal audit program for formal review of preventive maintenance and general maintenance compliance. Our Maintenance, Safety, and Quality Assurance (MSQA) program provides the mechanism for these audits, which occur continuously across the country. This program emphasizes processes that streamline the maintenance of our vehicles. The following tables outline our MSQA process and performance standards.

MSQA Processes	
Planning and scheduling	Managing resources such as technician hours, in-stock parts, and shop workspace.
Preventive Maintenance Inspection (PMI)	Scheduled vehicle inspection conducted by maintenance technicians every 150 engine-hours.
Quality Control Inspection (QCI)	Fleet manager or maintenance supervisor conducts quality inspection after PMI is completed.
Driver pre-trip/post-trip inspections	Conducted before and after trips.
MSQA Scoreboard	Visible record of daily goals and performance measurements.
Total Tire Maintenance (TTM)	Confirms proper tire pressure to maximize tread life.

To see how a post trip inspection is conducted, check out the following video.

YouTube video link: youtu.be/rpd1upQ7DuI

Process performance standards	
Planning and scheduling	A minimum of 70 percent of repairs are scheduled.
Preventive maintenance compliance	One hundred percent of preventive maintenance activities are performed within 10 percent of designated intervals.
Preventive Maintenance Inspection (PMI)	Documented completion of a defined vehicle inspection approximately every 150 engine-hours.
Quality Control Inspection (QCI)	Properly documented inspections of 10 percent of all PMIs completed.

Driver pre-trip/post-trip inspections	Conducted before and after every trip without exception.
Total Tire Maintenance (TTM)	Twice weekly documented check of tire pressures and inspection of tires for each wheel position.

Environmental and Safety Best Practices

We have rigorous inspection and maintenance procedures to ensure all equipment and vehicles are safe to operate at all times. Our program includes maintaining a detailed maintenance history for each vehicle in our fleet. This history is available for County staff upon request.

All fluids, including anti-freeze, are collected and recycled when drained. Used oil filters are drained and scrapped per regulations. Any defects found during inspections are noted on the inspection form and transferred to a work order for scheduled repair. Safety-related defects result in the vehicle being removed from service until repairs are completed.

Environmentally-sound Fleet Practices

We have implemented several best practices for a more sustainable business model. We provide a safe and environmentally friendly fleet by equipping collection vehicles with the following features (depending on the application and configuration of the vehicle):

- Steel hydraulic piping to reduce the number of hydraulic hoses in our trucks, preventing hydraulic fluid leaks and protecting groundwater
- "Pack at idle" systems which reduce noise and exhaust
- Engine idle time limiters and automatic transmissions
- A five-minute maximum idle-time limit, after which the engine turns off to reduce fuel consumption and exhaust emissions
- All wheel disc brakes and transmission accumulators to decrease carbon footprint

Other best practices of our fleet operations and maintenance include:

- Use of synthetic or semi-synthetic fluids that allow extended oil drain intervals in engine transmissions, differentials and hydraulic systems and reduces the amount of virgin petroleum stock required
- Collection and recycling of all fluids collected from vehicle maintenance by licensed recyclers
- All filters placed in drain basins to prevent environmental pollutants from entering streams

Maintenance in the Field

If a collection vehicle has a problem in the field, we immediately dispatch a maintenance vehicle equipped with the tools and supplies necessary to make on-the-spot repairs. Pickup trucks are also available to deliver additional supplies and spare parts as needed. Response, replacement, and repair time for vehicles on route is minimal since our maintenance facility is in Lyon County. The average response, replacement, and repair time for vehicles on-route is less than one hour.

Daily Preventive Maintenance through Pre- and Post-trip Inspections

Before leaving our site in the morning and after arriving back every afternoon, each driver performs a daily vehicle safety check that includes:



Checking fire extinguishers



Testing brake lights



Checking wheel disc brakes and transmission



Testing hydraulic lifts



Residential Collection Service

The standard service level for single family residential customers will be a 96-gallon solid waste cart with an additional cubic yard of extra solid waste which has been bagged, boxed or bundled for disposal. Extra waste items must weigh less than 50 pounds and three (3) feet in any dimension. Customers may pay a smaller cart rental fee to improve containment and ability to move the additional cubic yard of waste included in their base level. However, the addition of a second cart does not increase the total service level above 96-gallons and one (1) cubic yard collected curbside. Waste Management customers may use their own personal carts for curbside collection of their excess waste as long as the container is compatible with automated collection vehicles.

Customers who produce less waste may choose a 64-gallon service level. However, when this service level is chosen, except for eligible seniors, it will not include the extra cubic yard of waste for curbside collection.



A special 64- gallon rate will be created for residential customers above the eligibility age of 62-years old. This rate will include weekly curbside collection of their 64-gallon cart plus an additional one cubic yard of waste that has been appropriately boxed, bagged or bundled.

Customers who have difficulty moving their carts to the curb for collection may opt for yard service for an additional fee. When this service is selected a Waste Management employee will enter the property to retrieve carts for service, then replace the carts after they have been emptied.

All residential solid waste containers will be serviced weekly. One-person crews will perform collection between the hours of 6 a.m. to 6 p.m. Monday through Friday. If required, specialized vehicles will be provided for hard-to-service areas, backup collection, or support.

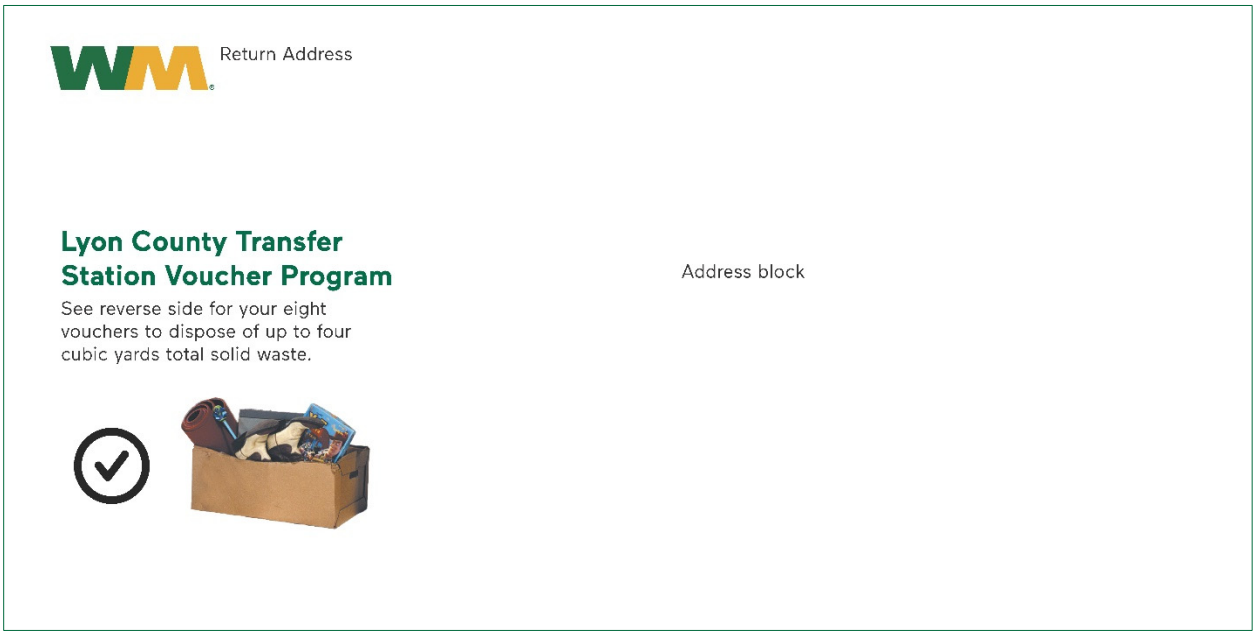
Each vehicle will be assigned one, experienced driver who will service the same routes each week. They sit on the right side of the vehicle for optimum position to view and service the cart.

Single Family Solid Waste Collection in Smith Valley and Mason Valley

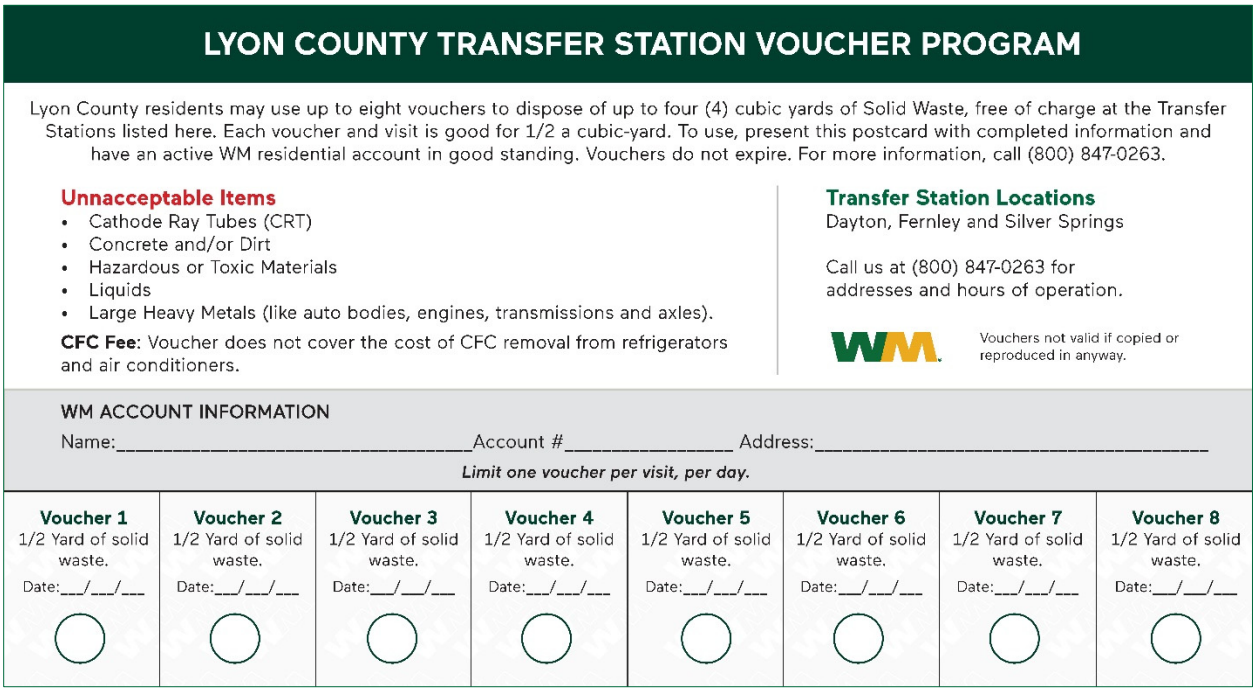
D&S Disposal is a local hauler that has been operating in Smith Valley and Mason Valley for many years. They are very popular with the communities they serve and the have been working with Waste Management under a subcontractor agreement since 2009. They provide curbside collection service under the same program rules and prices established by the agreement between Waste Management and Lyon County. They are eager to continue providing the same curbside service and expanded program offerings under a new collection agreement.

Transfer Station Voucher Program

Occasionally residential customers have more waste than they can fit in their collection cart. Whether that's a piece of broken furniture or debris from a yard cleanup project, the solution is a trip to the transfer station. With each residential account WM will provided a voucher good for disposal of up to 4 cubic yards of acceptable solid waste at a WM transfer station in Lyon County or Fernley. Vouchers will be mailed at the beginning of each calendar year and may be used for disposal in increments of one-half yard. Vouchers will not expire.



Sample transfer station Voucher - Front



LYON COUNTY TRANSFER STATION VOUCHER PROGRAM

Lyon County residents may use up to eight vouchers to dispose of up to four (4) cubic yards of Solid Waste, free of charge at the Transfer Stations listed here. Each voucher and visit is good for 1/2 a cubic-yard. To use, present this postcard with completed information and have an active WM residential account in good standing. Vouchers do not expire. For more information, call (800) 847-0263.

Unnacceptable Items
- Cathode Ray Tubes (CRT)
- Concrete and/or Dirt
- Hazardous or Toxic Materials
- Liquids
- Large Heavy Metals (like auto bodies, engines, transmissions and axles).

CFC Fee: Voucher does not cover the cost of CFC removal from refrigerators and air conditioners.

Transfer Station Locations
Dayton, Fernley and Silver Springs

Call us at (800) 847-0263 for addresses and hours of operation.

Vouchers not valid if copied or reproduced in anyway.

WM ACCOUNT INFORMATION
Name:_____Account #_____ Address:_____

Limit one voucher per visit, per day.

Voucher 1	Voucher 2	Voucher 3	Voucher 4	Voucher 5	Voucher 6	Voucher 7	Voucher 8
1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___	1/2 Yard of solid waste. Date:___/___/___

Sample transfer station Voucher - Back

On-call Bulky/Brush Collection

In addition to regular collection service and transfer station vouchers, residential customers in Lyon County may take advantage of Waste Management's On-Call Bulky waste collection service. This service is intended for the removal of large items or bundled brush piles. Curbside removal of large items must be scheduled in advance. Rates are established for collection on a customer's regular service day and for non-service day collection.

Collection at County Facilities

Waste Management will provide collection and disposal of all Solid Waste at county buildings, parks and other facilities which are open to the public and operating under normal conditions. The cost of this service shall be considered as a normal cost of operations for determining collection rates. Waste Management will continue to work with the county throughout the term of the agreement to maintain an updated list of included facilities. This complimentary service will not include waste that requires special handling, solid waste resulting from natural disasters, or businesses operating for profit on County properties under special agreements.

On-Call Bulky Item Collection

For the disposal of individual bulky items, Waste management will provide collection and disposal of bulky items from Lyon County Buildings, parks or other facilities within 24 hours of being notified by the municipality. The value for this service shall be consistent with public collection rates and provided at no charge under the County's included services.

Neighborhood Clean-up Program



Based on customer feedback and historical service experience, we believe that Lyon County benefits greatly by having an enhanced bulky waste collection and outreach program to keep your neighborhoods clean. The first defense to the blight of abandoned waste is having a robust bulky waste collection program for both single family and multifamily residences.

Our Neighborhood Clean-up Program will offer standardize bulky waste collection service by dedicating one flatbed truck collection route. Other equipment will be used in the event of a unique need of the customer. In order to best cover a community as geographically large out as Lyon County, WM will divide the service areas into quadrants which will each have two curbside bulky collection days per year. Customers will be notified in advance which days clean-ups will be scheduled for their neighborhood so they can plan ahead. Eligible items include 32-gallon bags, small boxes, or bundles no greater in size then 3' x 3' x 3' and weighing no more than 50 pounds, or a large item such as a chair, couch, washer, dryer, water heater, tires (four), box spring, mattress, etc. No engines, transmissions, large car parts, etc. WM has several proposals that may increase participation, ease of set out for customers and possible reduction in rate. We look forward to sharing these ideas during negotiations.

On-call Illegal Dump Site Collection

To protect the County's open spaces, Waste Management will work with municipal staff to remove and dispose of material from illegal dump site clean-ups. Scheduling will occur within 24 hours of notifications. Trash and items weighing less than 200 pounds will be transported for disposal at a Waste Management site. The area to be cleaned up must be accessible by a collection vehicle.

County-Clean up Service

To assist the county in keeping open spaces clean, Waste Management will partner with the Community Development Director to schedule six (6) clean ups per year. For these events Waste Management will provide collection vehicles, equipment and staff necessary for temporary clean-up programs at a centralized collection site within 30 days of receiving the cleanup request and information. Based on our understanding of the request this is not an event for public drop-off, and we are open to the County's expectation of this service. Waste Management will dispose of the collected material at a transfer station, materials recovery facility or Lockwood Landfill as appropriate.

On-call Household Hazardous Wastes Collection

Customers often have needs that are beyond what is offered in the base service. For those circumstances, customers will have access to our mail-back program, Think Green from Home, that can address their individual needs. They only pay for the services they use, and other customers are not subject to subsidizing their solid waste needs.

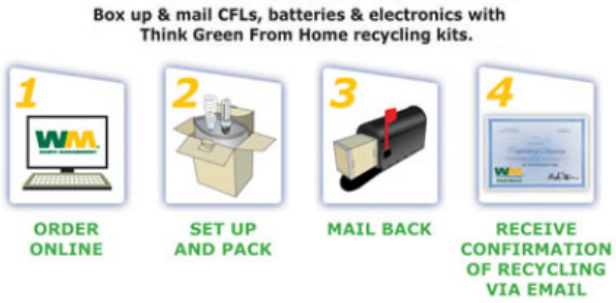




Sustainability is about more than using energy efficient products. It also carries a responsibility to prevent waste of useful materials and to reduce the impact of manufacturing on the environment. For instance, producing an aluminum can from recycled cans consumes 95 percent less energy than making that same can with raw materials.

By recycling fluorescent bulbs, batteries, and electronics, we reclaim the glass, metals, and plastics used to produce them. But recycling provides an added benefit, as these products contain heavy metals or other toxins that can contaminate the environment if disposed of improperly.

Think Green from Home Recycling Kits are designed to provide appropriate storage and transportation packaging for these materials. With the Think Green from Home program, recycling is as convenient as a trip to the mailbox and residents are only charged for the services they use.



HHW Collection Events

At least once per year, Waste management will work with the County and its various fire districts to organize Household Hazardous Waste drop off program at each transfer station in the unincorporated area of the County. These events will comply with requirements set forth in NRS 444A as applicable, or as may become applicable.

Disaster Relief

In the unfortunate event of a natural disaster such as fire, flood, earthquake or other County emergency, Waste Management will provide commercially reasonable assistance to Lyon County in the form of equipment, labor, and disposal services as needed.

b) Proposers may submit alternate proposals for collection service. Lyon County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by Lyon County if the county concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating. At Lyon County's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

Alternative proposal for Neighborhood Clean-up Program

Another program option that may be more convenient for customers than the proposed twice-yearly collection on designated days, is a voucher based bulky collection program for customers. If the County chooses this option, Waste Management would provide single-family residential customer with two bulky collection vouchers at the beginning of each year. Customers would then be able to schedule their bulky waste pick up any time during the year with just 48 hours' notice. On-call collection services or annual events will be promoted in residential service brochures.



4 | PROPOSAL FOR TRANSFER STATIONS

a) Proposer shall describe how it plans to provide for the operation of Waste transfer stations in Dayton, Silver Springs, Mason Valley, and Smith Valley. For each transfer station, proposer must include the following information:

- *Hours and days of operation*
- *Itemized list of equipment to be used to service the facility. List must include vehicle description, manufacturer and model number, cost, capacity, age, lease or ownership arrangements, etc.*
- *Types of waste accepted*
- *Disposal fees*

Waste Management owns a transfer station on Enterprise Road in Dayton

This location is open to WM collection trucks and public disposal. The site has an enclosed tip floor to keep material contained. This is a pre-engineered metal building with concrete slab tipping floor and load out pit at the rear of the building. The site has an employee office/pay shack where rates are prominently posted. A limited amount of HHW is accepted for a fee. Single stream recycling drop off is available to the public at no charge. This location has one dedicated full-time and one dedicated part-time employee.

Sutro transfer station, 3000 US-50, Dayton
Open 8:00 AM – 4:30 PM
Sunday, Monday, Tuesday, Wednesday, Saturday

Proposed transfer station in Silver Springs

WM currently operates an existing transfer station in Silver Springs. The facility currently does not fully comply with the requirement as outlined in this RFP. Upon award of the RFP, WM will begin siting, permitting, and construction of a new transfer station in Silver Springs which will meet the minimum operational standards of the RFP. The facility would be contingent upon WM, at minimum, being awarded an exclusive collection franchise in Lyon County. The estimated timeline for construction of the facility is 24 months. To ensure compliance with the RFP, WM proposes to offer Lyon County a performance bond of $1,000,000. If WM fails to make good faith efforts to complete construction of a transfer station within 36 months of award of this RFP, the bond will be forfeited to provide funding directly to Lyon County for construction of the transfer station.

Silver Springs transfer station (Current Location) 1900 Eureka Street, Silver Springs
Open: 8:00 AM – 4:30 PM
Tues, Wed, Thursday

WM Owned transfer station Equipment

Year	Make	Model	Body Manufacturer	Capacity	Purchase Price	Age in Years
1992	CAT	928F	Caterpillar	N/A	$100,00	30
2022	Volvo	L90H	Volvo	N/A	$250,000	0

Smith Valley and Mason Valley

D&S Disposal is a proven waste disposal company in Smith Valley and Mason Valley, which has been doing business at Lockwood Landfill since 1995. They own and operate transfer stations which will be made available to the general public and curbside collection customers under a current subcontractor agreement with Waste Management.

D&S transfer station, 260 Day Lane, Smith Valley

Open 8:00 AM – 3:00 PM

Thursday, Friday, Saturday

D&S transfer station, 16 US Highway 95A, Yerington

Open 7:00 AM – 3:30 PM

Tuesday, Wednesday, Thursday, Friday, Saturday

Transfer Station Rate Sheet 2021

ACCEPTED WASTE PRICING		WM	D&S Pricing
MSW LOOSE	PER YARD	$13.45	$10.00
MSW COMPACTED	PER YARD	$21.00	$15.00
CONSTRUCTION & DEMOLITION	PER YARD	$22.45	$15.00
FREON RECOVERY	PER UNIT	$75.20	$52.00
WHITE METALS (washer, dryer, dishwasher)	PER ITEM	$37.60	$10
RECYCABLES DROP OFF-PAPER, CARDBOARD, GLASS		$0.00	NA
NEWSPAPER, PLASTICS, MAGAZINES, ALUMINUM AND TIN		$0.00	NA
ANTI-FREEZE	3 GALLON MAX	$0.00	$.85 per gallon
BATTERIES	EACH	$9.40	$2.50
OIL	5 GALLON MAX	$0.00	$.25 per gallon
TIRES - UP TO 20"	EACH	$14.95	$5.00
TIRES - OVER 20"	EACH	$18.05	$20.00
TIRES - EQUIPMENT TIRES	EACH	$52.75	NA

Single Stream Recycling Drop Off

Waste management will provide recycling drop off service at transfer station locations. Drop off of acceptable materials will be free to the public during regular business hours. Recyclables shall include cardboard, newspaper, magazines, office papers, Plastics 1-7 (except for 6, which is polystyrene), aluminum, tin cans, and glass. This service may be reduced or eliminated if commodity markets become demonstrably unviable.

b) Proposers may submit alternate proposals for transfer station operations. Lyon County is not obligated to evaluate or select alternative proposals. Alternative proposals will be considered by Lyon County if the county concludes, in its sole discretion, that the alternative proposals warrant evaluation and analysis. Such evaluation will consider the reasonableness and reliability of proposed collection methods, technology, equipment, and containers; and the reasonableness of productivity and operating. At Lyon County's option, the reasonableness and competitiveness of one or more alternative proposal(s) may be evaluated.

WM does not propose any alternatives to the County's scope of services.



5 | PROPOSED RATE SCHEDULE

Provide an itemized initial rate schedule for each of the collection types (Single Family Residential, Commercial and Industrial, Roll offs, and transfer station rates). Proposals for each type should include rates for all available cart/bin/roll off sizes and collection frequencies. Rates should not include franchise fees. Rate schedule must include any and all fees Franchisee plans to charge customers (such as Cart replacement fees, bulky item pick up fees, hourly rate for disaster clean up etc.)

Residential Service Rate per Month	
Service Level	
64-gallon Senior Rate	$15.21
96-gallon with 1 cubic yard loose waste	$23.86
Each additional 96-gallon (no additional excess)	$7.45
64-gallon with no excess	$21.21
Yard service fee, walk-in/drive-in service	$13.69
Yard Service for disabled or elderly only*	$0.00
Extra Bulky item pick up on service day - per Yard**	$10.68
Extra Bulky item pick up on non-service day trip charge**	$71.16
Container replacement fee (Customer at Fault)	$104.64
Activation and re-activation fee	$57.40

***Requires Medical Certificate and Annual signed sworn statement**

****Bulky pickups are charged per yard with an additional trip charge if not completed on a customer's service day**

Commercial Service Rate per Month	
MSW Bin Capacity	**New Base Rate Per Month**
1 Cubic Yard - 1 x Week	$154.66
1 Cubic Yard - 2 x Week	$309.34

1 Cubic Yard - 3 x Week	$464.01
1 Cubic Yard - 4 x Week	$618.65
1 Cubic Yard - 5 x Week	$758.32
2 Cubic Yards - 1 x Week	$226.14
2 Cubic Yards - 2 x Week	$452.28
2 Cubic Yards - 3 x Week	$678.46
2 Cubic Yards - 4 x Week	$904.60
2 Cubic Yards - 5 x Week	$1,115.73
3 Cubic Yards - 1 x Week	$243.48
3 Cubic Yards - 2 x Week	$486.90
3 Cubic Yards - 3 x Week	$730.36
3 Cubic Yards - 4 x Week	$973.82
3 Cubic Yards - 5 x Week	$1,177.28
4 Cubic Yards - 1 x Week	$289.95
4 Cubic Yards - 2 x Week	$579.89
4 Cubic Yards - 3 x Week	$869.85
4 Cubic Yards - 4 x Week	$1,159.80
4 Cubic Yards - 5 x Week	$1,404.75
6 Cubic Yards - 1 x Week	$467.27
6 Cubic Yards - 2 x Week	$934.53
6 Cubic Yards - 3 x Week	$1,401.79
6 Cubic Yards - 4 x Week	$1,869.09
6 Cubic Yards - 5 x Week	$2,316.33
96-gallon commercial rates	$50.30
Activation and re-activation fee	$57.40

Recycling Bin Capacity	New Base Rate Per Month
3-yard 1 x per week	$216.70
4-yard 1 x per week	$258.06
6-yard 1 x per week	$415.87

Roll Off Service	
Garbage	**New Base Rate Per Service**
14/15 Cubic Yard	$221.84
20 Cubic Yard	$289.09
30 Cubic Yard	$450.74
40 Cubic Yard	$600.80

Compactors	**New Base Rate Per Service**
10-Yard	$414.24
15-Yard	$529.98
20-Yard	$707.27
24-Yard	$854.69
30-Yard	$1,048.19
40-Yard	$1,387.08

Other Charges	
Activation and re-activation fee	$57.40
Compacted per Yard Rate*	$34.68
Delivery fee	$103.69
Commercial Extra Pickup 1 Yard	$58.00
Commercial Extra Pickup 2 Yard	$66.00
Commercial Extra Pickup 3 Yard	$74.00
Commercial Extra Pickup 4 Yard	$82.00
Commercial Extra Pickup 6 Yard	$98.00
Commercial Bin Overage Charge per Occurrence	$75.00
Commercial Cart Overage Charge per Occurrence	$16.00
Commercial Lock/Enclosure Service per bin, each service	$2.19
Commercial Lock Installation Charge	$50.00
Commercial Container Clean/Exchange	$75.00
Roll Off Trip Charge	$103.69
Roll Off Relocation Charge	$103.69

***Compacted Per Yardage Rate is used for unlisted compactor sizes only**

Transfer Stations: Silver Springs and Sutro	
Item	**New Base Rate Per Service**
MSW-loose per yard	$13.45
MSW-compacted per yard	$20.88
Construction & Demolition (C&D) per yard	$22.30
Freon recovery	$74.03
White metals-per item	$37.16
Recyclables drop off-paper, cardboard, glass	$0.00
newspaper, plastics, magazines, aluminum and tin**	$0.00
Anti-freeze (3 gallon max)**	$0.00
Batteries**	$0.00
Waste Oil (5 gallon max)**	$0.00
Tires-Up to 20"	$14.96
Tires-Over 20"	$18.00
Tire-Equipment	$52.01

****Rate only for WM Customers**

Emergency Management	
Item	**New Base Rate Per Month**
Operated truck (roll off truck with container) - per hour	$175.11
Construction equipment - per hour	$175.11

**Transfer Station Rates have been rounded to the nearest $0.05



6 | PROPOSED CUSTOMER SERVICE PLAN

A) CUSTOMER SERVICE APPROACH

> "The people who take care of our waste, have all been friendly, informative about letting us know any changes that are coming and if we are doing something wrong, let us know in really nice way. We have never had any complaint with anyone."
>
> - Larry and Barbara Rebuck, Lyon County Residents

Software System

Waste Management utilizes our internal, company-wide customer management software program to track inquiries and complaints received from residential and commercial customers, record operational information, and facilitate billing for all Waste Management customers in North America.

To manage contract requirements, we use a proprietary web-based knowledge management tool called Green Pages to track and maintain Lyon County's contract information. Green Pages is accessible by field staff and CSRs and can be updated in real time. It contains comprehensive information about our municipal contracts, such as service offerings and collection schedules, as well as miscellaneous information about each of the communities we serve, including maps, demographic information, special events, and activities. Pricing and billing information is also included. Waste Management will review data regularly and enter any updates or changes into Green Pages.

Our online knowledge management tool will support our Lyon County customer service team. Through Green Pages, each CSR can quickly access the resources necessary to service customers effectively, based on Lyon County's specific guidelines and needs.

Waste Management made significant technology enhancements to Green Pages in 2015 to improve the reliability of the system and quality of the content. Improvements included the addition of a dynamic search functionality with search suggestions, spelling and grammar error recognition, and highlighted search words throughout the content.

Our routing system, eRouteLogistics®, as described in Section 2 of this proposal, is integrated with our customer management software program to provide seamless customer information updates as they become available.

Management Procedures

We take pride in preventing customer complaints by providing exemplary service. To manage and track our performance, we utilize SDO, our proprietary best practices management tool. If an issue does arise, our procedures for managing customer inquiries and minimizing complaints are:

Service metric	Description	Our SDO approach
Missed pickups	Our Lyon County operations team creates this report on a daily, weekly, and monthly basis. The results are posted by route and driver name in the drivers' meeting room to inform all our drivers where we are missing customers.	This creates transparency and peer-to-peer accountability. Our route managers actively engage with drivers regarding missed collections. Drivers also participate in coaching and mentoring their team members.
Noise and spills	We track noise and spill complaints through our customer service complaint log and report them to the County as required.	Tracking noise and spill complaints gives our Lyon County management team insight into incidents that need to be resolved before they become a nuisance for the County, residents, and businesses.
No can out percentage (NCO)	The daily NCO report tracks the percentage of a route that was reported as "no can out." This data helps to inform operational compliance and identify trends on our routes.	If the route is showing a high percentage of "no can out," route managers will conduct a "walk and talk" with our drivers on the route. High percentages of NCOs may signal missed collections, a situation requiring immediate correction.
Daily efficiencies dashboard	All efficiency data is combined into one daily dashboard report, including homes collected per hour based on each route's efficiency goal, total daily idle time by truck, and route sequence compliance (Plan vs. Actual).	To confirm we are routing for safety, service, and savings, our operations team meets every morning to review and discuss the daily dashboard and make route adjustments, if necessary.
Truck weights	This daily report lists the weight of every load from the previous day by truck.	The report enables the operations team to review truck weights to confirm they are within legal limits.
Safety metrics	Safety metrics, both present and past, are summarized weekly and monthly. The report includes the total recordable injury rate (TRIR) and the vehicle accident rate report (VARR), which address injuries and accidents, respectively.	Our goal is to return every employee home safely to their family and friends at the end of every day. As part of SDO, we use established safety metrics to measure and manage our operational performance. Managers and drivers discuss these metrics at daily launches.
Fleet/maintenance reports	Every morning, we track the number of trucks that depart for collections versus those needing repair. This data is summarized weekly.	Route managers use this report to coach drivers on proper maintenance protocol. We need drivers to anticipate repairs to avoid disrupting collections.

System Capabilities and Procedures

> "Overall, I'm very satisfied with the service. Providing senior cans is very nice as one person does not have that much waste each week. Thank You."
>
> - Diann Gardner
> Lyon County Resident

Our customer management software program maintains customer service information, routing information, and billing data. Each customer account is identifiable by their account number, EZPay (online pay) ID number, or by their address. Each account includes customer information including their service address, mailing address, owner's name, parcel information, billing cycle, type of account (i.e., residential, commercial, or roll off), service level, frequency, rates, route information, and any tickets and/or notes associated with the account. This allows us to provide Lyon County timely service information by customer, neighborhood, or city-wide. As part of the roll out process, customers will be encouraged to provide their updated contact information so that they can be contacted in the event of an unusual event impacting their service.

System Use

Waste Management's customer management software program is used company-wide to manage customer information. This provides information to all our customer service centers in North America in the event they need to provide backup assistance if service is interrupted at our Sheep Drive office.

System Interface

When a customer contacts our customer service center and files a request such as new service or complaint, a CSR creates a documented event which we call a "case" or "ticket." This "case" or "ticket" is assigned to the appropriate person within Waste Management. Typically, the Outreach Coordinator or a Route Manager will follow up and gain resolution with the customer. At the end of the month, we pull a report from our system with a complete list of all cases.

Our drivers and dispatch team use our proprietary onboard computing system (OCS) and back office onboard computing dispatch system (OCDS) to communicate while on route to resolve customer service requests and complaints quickly. These integrated systems:

- Allow our dispatch team to provide near real-time information related to all truck locations, stops serviced, capacity, service status, and other key service indicators.
- Enable dispatch to communicate with operations for immediate and efficient customer issue resolution including on-call requests, on-demand service requirements, re-routing, and customer service needs.
- Allow for programmed communications with one-touch verifications to report missing or damaged carts and carts in need of service.
- Allow management to monitor and track vehicle and driver activities to optimize efficiency and overall performance.
- Collect information to be used to improve overall service performance.

Our customer management software program is fully integrated with our billing and routing software programs so customer updates and service modifications are seamless.

Performance Standards

Our Sheep Drive customer service center team will be made up of friendly, skilled representatives that are trained in superior customer service handling. As described later in this section, our CSRs are empowered to resolve customer issues on the first call. We use surveys and feedback to continuously improve our operations. Calls are monitored weekly and one-on-one feedback sessions are conducted between CSRs and supervisors.

Customer contacts are tracked through a ticket system. Types of tickets include, but are not limited to, missed pick-ups, spills and litter resulting from collection, collection schedule changes, broken or missing containers, improperly prepared set-outs, noise complaints, traffic and sidewalk obstruction during collection, and safety around collection vehicles during operations.

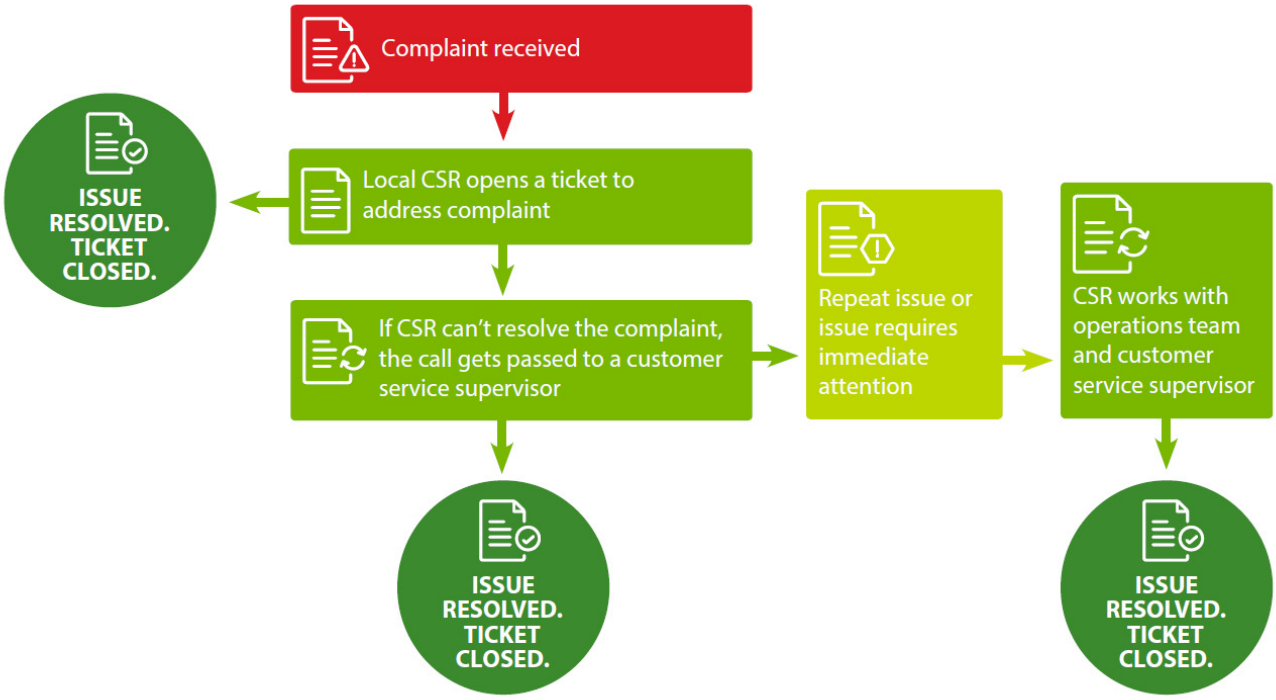
Each ticket is created in an open status and requires closure on completion of the requested action and/or resolution. Local management and their teams are responsible for providing requested services and/or issue resolution and to monitor the status of all tickets to ensure timely service completion.

- If an issue requires immediate attention and/or escalation, an email is sent to the operations management team.
- If a repeat issue occurs within two months, a ticket is opened to alert the operations management team of a recurring problem. We have developed a quality control program that includes performance standards for ticket creation, closure, tracking, and service recovery. Local management is responsible and accountable for these performance standards.

For hard-to-manage customer inquiries, we rely on an escalation system. If the CSR who answered the initial call cannot resolve the issue, it is passed to a lead or supervisor. Because our CSRs are trained to take responsibility for customer service issues and strive for one-call resolution, the number of calls escalated to the customer experience manager is minimal.

In rare instances when a customer is extremely upset, our customer service team is instructed to have their manager call the customer back. Not only does this help diffuse the situation, it gives the customer service team more time to research the customer's issue and find a solution.

Escalation System



Customer Service Measurement

We are committed to the continuous improvement and training of our customer service team. As our business progresses and the needs of our customers change, our supervisors and CSRs receive ongoing education about new and revised processes, coaching practices, and more. We have many options for continuing education, including classroom, virtual, and web-based training. We offer supervisor-led training in driver launches, side-by-side call listening, and coaching. We use peers to mentor our CSRs.

The following exercises will help measure and improve the County's customer experience throughout the life of our agreement by taking real-time data and experience to improve, coach, and train.

Accountability through side-by-side monitoring: Our CSRs are monitored a minimum of four times per month. Side-by-side monitoring sessions provide immediate feedback on call handling. As part of that monitoring session, employees are evaluated on 72 talking points and scored on a scale of one to four.

On demand learning: Our online learning portal has educational resources for all our employees. It houses a series of modules that are used for ongoing training and professional development.

Key Performance Metrics

To verify that we are meeting the needs of Lyon County residents and businesses quickly and consistently, we use key performance metrics and detailed customer feedback to track our service quality and identify opportunities for improvement. We benchmark world-class industry standards to set our goals, which include:

- **Average speed of answer (ASA):** On average, we aim to answer customer calls in no more than five rings.
- **Call abandon rate (ABA):** Our goal is to have less than three percent of callers disconnect before their call is answered and with a less than a 10 percent call abandon rate each month.
- **Average call handle time (AHT):** We will work to address customers' needs when they call. Our goal is to resolve every issue at the first point of contact and dedicate as much time as necessary to guarantee customer satisfaction.
- **Average hold time:** We will strive to make sure no customer call is placed on hold for more than two minutes.

We will work with Lyon County to develop reporting metrics and schedules that meet the County's needs.

Sample Reports

Provided below are sample reports for the cities of Carson, Incline Village, and Reno that document performance levels against our targets including average hold times of the customer service center.

Customer Service Center Reports

	Calls received	Calls answered	Abandoned	Average speed of answer	Average call length in seconds
July 2018					
Carson	1,602	1,447	0.23%	156	322

Incline Village	422	382	0.06%	156	322
Reno	10,613	9,588	1.50%	156	322
June 2018					
Carson City	1,460	1,430	0.05%	32.8	309
Incline Village	385	377	0.01%	32.8	309
Reno	9,676	9,471	0.33%	32.8	309
May 2018					
Carson City	1,395	1,377	0.03%	19.5	313
Incline Village	368	363	0.01%	19.5	313
Reno	9,244	9,120	0.21%	19.5	313

Missed Pickup Reports

	Residential missed pickups	Commercial missed pickups
Quarter one 2018		
Carson	77 out of 259,404	10 out of 16,884
Incline Village	0 out of 48,864	0 out of 3,420
Reno	486 out of 1,580,268	88 out of 102,168

Quarter two 2018		
Carson City	89 out of 259,404	8 out of 16,884
Incline Village	0 out of 48,864	0 out of 3,420
Reno	788 out of 1,580,268	101 out of 102,168
Quarter three 2018 to date		
Carson City	44 out of 259,404	10 out of 16,884
Incline Village	0 out of 48,864	0 out of 3,420
Reno	619 out of 1,580,268	58 out of 102,168

Education and Outreach Program Plan

Waste Management is uniquely qualified to provide Lyon County with a robust Education and Outreach Program. Our in-house marketing/graphic design department with staff in Northern Nevada has extensive experience communicating unique program rules to many different types of communities. We will leverage this experience and an expansive library of collateral to create a strategic outreach program unique to Lyon County. Our Communications Department, Public Sector Services Manager, and Outreach Coordinator will collaborate with Lyon County staff to develop an education and outreach program that reflects the mission and brand of Lyon County.

Education and Outreach Program Strategy

Extensive education and information material library: Customer service brochures, quarterly newsletters, a multifamily manager toolkit, and customer notification tags for set-out are all part of our education program. We also recommend the use of social media to promote events, services or behavior throughout the year. Additionally, our team can produce a quarterly newsletter for customers and stakeholders interested in our activities in the community along with updates on the current states of the recycling and waste industry.

Lyon County website: Our dedicated Lyon County website is a self-service portal to program options, pricing, educational links, collection schedules, billing and more. This dynamic platform allows customers to order bulky item pickup, manage their account, confirm collection day and more. It can be modified to respond to the needs and questions of the community. A member of the locally based in-house communication team will have access to the site to make changes quickly when requested by Lyon County staff.

B) STAFFING LEVELS

WM will establish a dedicated phone line to help customers in Lyon County. Those calls will be handled by a team of customer service representatives in Northern Nevada. Until a customer service office can be constructed in Silver Springs, Waste Management employees working from home in Lyon County along with employees at offices in Fernley and Carson City will assist Lyon County customers by phone between the hours of 8:00 AM and 5:00 PM, Monday through Friday except Holidays. A customer service office will be included in the design of the transfer station building in Silver Springs. Upon completion of the building at least one dedicated customer service agent will assist customers from that location. In the event of a disaster or other emergency, our regional call center in Phoenix, Arizona will serve as a backup to provide uninterrupted customer service for the Lyon County community. Customers may also register their accounts online at wm.com to sign up for service notifications via text or email.

The dedicated customer service phone number for Lyon County customers will be a local toll-free number with a 775 prefix. Waste Management will make this number publicly available and work to promote the correct local phone number, so it is easy for customers to find. Waste Management will use data from more than decade serving the Lyon County area to determine how many dedicated customer service representatives will be required to meet the needs of customers. This information will also be used ensure the appropriate amount of office equipment will be necessary to accommodate that work.

C) COUNTY-SPECIFIC TRAINING PROGRAMS

Building a Better Workforce: Employee Training and Development

When you choose to partner with Waste Management, our employees become part of your community. Our drivers service your homes and businesses each week. Our customer experience team welcomes new customers each day, and our sustainability experts work hand-in-hand with customers to help them recycle right. Needless to say, our people are the foundation of our success.

Providing the County with service that truly exceeds expectations requires that all Waste Management employees have the ability to reach their full potential. This is why our employees participate in an expansive array of learning and development opportunities.

We take a “learner-centric” approach to provide employees with a mix of options for continual learning in areas like professional development, sales, leadership, and technical, and compliance training. Our learning and development programs are interactive, incorporating coaching, feedback, and annual performance reviews on a consistent basis. All Waste Management training programs share a common focus, creating a continuous learning culture that drives performance, improves our talent, and supports a superior customer experience.



All employees participate in annual training that includes job-specific programs as well as a variety of general professional development trainings. Training programs are easily accessible and are delivered by instructors face-to-face, through in-class videos, and virtually through mobile and online communications.

- **Job-Specific Training.** Each major department within Waste Management conducts job-specific training and development. Some of the most critical positions in the company are drivers, fleet technicians, and post collections workers, such as heavy equipment operators. These employees receive regularly scheduled training throughout the year. Required training topics include driving skills, emergency response, injury prevention, personal protective equipment, hazard communication, and procedures for handling of chemicals and hazardous substances.
- **E-Learning Resources.** Our intranet learning management system - Waste Management Talent Central - has over 3,000 training modules available to all employees. Courses cover all aspects of the company's operation and teach career advancement skills.

Training by the Numbers

- **37,342** Employees trained annually in WM's Talent Central system
- **492,770** Total training hours among full-time employees
- **100%** Employees offered training and trained on Code of Conduct
- **30** Average hours of training per employee
- **$600** Average spent on training per full time employee
- **100%** Drivers receive safety training annually

- **Tuition Assistance.** Waste Management partners with colleges and credit-granting organizations to provide employees, and, in some cases, their families, with tuition discounts, scholarships, grants, and waived fees.

Comprehensive Benefits Package

Family Care	Healthcare	Insurance/Financial
• Flexible spending accounts • Adoption assistance program • Education savings accounts • WM Scholarship programs • Paid vacation and holidays	• Comprehensive health care coverage • Prescription drug plan • Dental plan • Vision plan • Salary continuance (short and long-term disability) • Employee and family assistance program • Sick leave • Retiree medical coverage	• Life and accidental death and dismemberment insurance • Business travel accident insurance • Legal services • 401(k) plan with generous company match • Employee stock purchase plan • Employee discount programs

Your Tomorrow - NEW Educational Benefits
WM Is the FIRST company to extend this kind of education benefit to family members

- WM will pay 100% of employees tuition for 135 Business, technology, science, and mathematics bachelor's degrees and 40 plus master's programs
- Books and non-tuition related course fees are 100% reimbursable
- Education Coaches are offered to all interested employees

Driver/Technician Training

At Waste Management, we strive to create training programs that simulate real world experience as closely as possible, so our employees are prepared for success on day one. As a key component of our Mission to Zero (M2Z) safety program, Waste Management's Training Centers in Fort Myers, FL and Glendale, AZ seek to standardize driver and technician training and help reduce new-hire turnover, as well as the number of vehicle accidents.

At our Training Centers, skilled driver and technician instructors lead new hires through an intensive two-week training program that includes classroom work, interactive computer lab learning, hands-on learning stations, actual and simulated driving, and one-on-one coaching. Trainees spend their first week in the classroom learning and by Week 2 transition into simulated driving courses and stations. Week 2 provides scenarios that are reflective of day-to-day collection conditions and obstacles – from severe weather to traffic to responding to other drivers' behavior. At the end of the two-week training period, drivers receive a comprehensive evaluation of performance.

The skills and behaviors learned at our Training Centers are key to continually improving our safety performance, including our Total Recordable Injury Rate and Vehicle Accident Recordable Rate. Since 2012, more than 10,000 drivers and technicians have attended training at a Waste Management training center.

Training Center Expansions



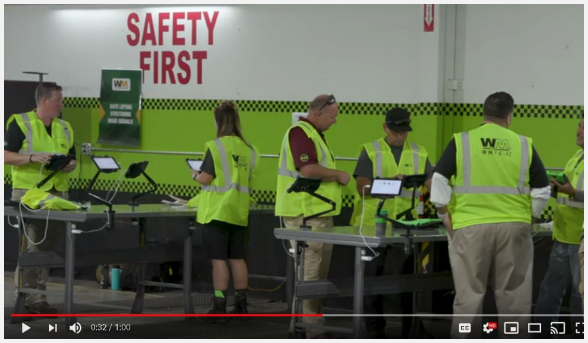
Waste Management opened its second driver and technician Training Center in Glendale, AZ in June 2019. The 13-acre property includes a 30,000 SF maintenance shop and a 10-acre driver training course in addition to classrooms, computer labs, and a driver launch area to simulate driver experience at hauling facilities. The center accommodates up to 130 students at a time for a two-week training course.

It is the second major driving/technician training center expansion in as many years. In March 2017, we expanded our Fort Myers, FL training center by doubling it in capacity – increasing the number of new drivers trained from 1,200 to 2,500 per year.

Additionally, Waste Management drivers are now certified in our SAFETY Defensive Driving system, an advanced training program that teaches the critical skills of safe driving. The principles learned through SAFETY are revisited monthly through an ongoing video series focused on drivers' daily operating environments. Topics include managing intersections, pedestrians, bicyclists, rollover prevention, following distance, and braking. These awareness videos work in conjunction with ongoing safety discussions, observations, and coaching.

Post-Collection Employee Training

Our Injury and Illness Prevention program is focused on preventing injuries among our post-collection employees who work in our transfer station, landfill, waste-to-energy, and material recovery facilities. The program examines equipment, processes, policies, and other potential causes of injury and illness for employees and evaluates possible interventions and the success of these interventions on



For a look into our new world-class facility and how our "People First" commitment shaped it, visit bit.ly/36Qn9vu.

prevention. Data gathered is used to formulate or refine monthly training topics under our Safety Awareness Training Calendar. Following are a few elements of our Post Collection training program:

Post Collection Employee Training Elements	
Heavy Equipment Training	Area designated trainers attend a two-day “train the trainer” session and then train site trainers to deliver web-based and on-the-job training for articulated dump truck, dozer, compactor, wheel loader, excavator, and motor grader equipment. After training, area designated trainers return to each site and sign off on each operator’s ability to safely operate the equipment using equipment-specific checklists.
Rules Book	Every employee in our landfill, transfer station, and materials recycling facilities receives a Rules Book that consists of rules and safety practices that must be followed at our sites.
Environmental Protection Learning Series	Consists of quarterly e-learning training for managers on topics such as managing asbestos and process water, air regulations, and stormwater. Each site also delivers monthly instructor-led environmental protection training topics for front line employees.

Other ongoing training initiatives for our post-collection employees include our Hazardous Energy Control Program as well as programs timed with seasonal risks such as heat illnesses in the summer and slips, trips, and falls in the fall and winter.

Customer Experience Representative Training

Waste Management provides a five-week training program for new customer experience representatives in our dedicated classroom-style training facility, housed within our local customer experience center. Standardized, dedicated training time allows for new reps to fully immerse themselves in learning about our industry, the services we provide, and how they can go above and beyond to serve customers and solve challenges.

During their first five weeks, new representatives learn about the solid waste and recycling industry, our operations, processing technologies, customer-specific services and products, communication standards, and call center equipment. New representatives also spend time learning to navigate Green Pages, our comprehensive knowledge management tool that contains customer-specific data such as local rates, services, and policies.

Representatives receive ongoing training and performance feedback, including side-by-side call monitoring, peer mentoring, and supervisor-lead coaching.

Sales Force Training

Our Sales Department has a Learning & Development division dedicated to developing sales professionals from onboarding coaching to on-the-job skills development to mentoring for career advancement. The average tenure of our top sales employees is over 10 years, reflecting the internal opportunities to expand and grow in the job. For four-straight years, from 2015 to 2018, we have been named one of Selling Power’s “50 Best Companies to Sell For.”

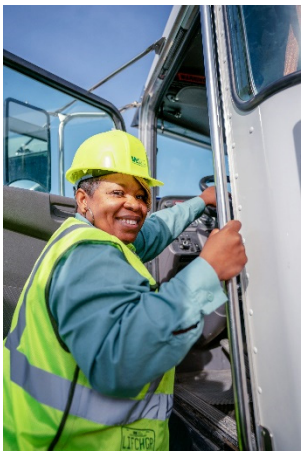
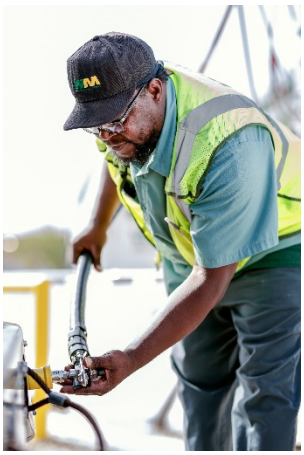
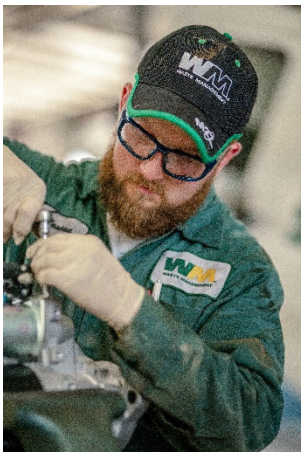
Senior Management Leadership Program

Beyond helping our employees gain skills necessary for their current positions, we believe it is also our responsibility to give employees opportunities to grow the skills they need for advancement. In 2015, Waste Management created a leadership program to grow internal bench strength for senior management level opportunities. The program includes a series of business-related modules that incorporate classroom instruction, practical projects, leadership assessments with executive coaching, and exposure to the senior leadership team in both formal and informal settings. Components of this program are integrated with leadership programs that support development and retention of our midlevel leaders. We continue to refine our succession planning processes to anticipate how to best support millennials advancing within the organization and to anticipate the need for successors for our retiring leaders.

> "Our TRASH MAN RUDY is excellent. He is so kind to us. He never leaves a mess. He even sometimes will put our can in the driveway for us when we are unable to. His kindness is truly delightful and needed!! and He is always on time which we love!! I wish more people in service were like Rudy. He helps all our neighbors just as he helps us."
>
> - Lyon County Resident

Contractor Training

Doing things, the right way means seeking to protect the safety of everyone that visits or works at a Waste Management facility, beyond our own employees and visitors. This also includes the safety of contract service providers that support our facilities. To educate all subcontractors working on our sites about potential risks or hazards, we have developed a Contractor Safety Orientation program. In 2016, we updated the program to include a revised basic safety program module, landfill safety module, landfill gas module, electrical safety module, and a renewable energy module. Today, 235 Waste Management landfills are active on the program, with 2,000 contractor companies and 12,000 contractor employees registered. We also have a toll-free helpline available to contractors 24/7.


D) PROPOSED OFFICE LOCATION

WM's office locations to serve Lyon County are located at 1100 US Highway 95 South, Fernley, NV 89408 and 5560 Sheep Dr, Carson City, NV 89701.

> "The price is very fair, the communication channels are always open, the service is timely and excellent, and the drivers have always been courteous and friendly."
>
> - Lyon County Resident



7 | FRANCHISEE IMPLEMENTATION PLAN

Franchisee shall provide a detailed implementation plan describing the Franchisee's approach to facilitating a smooth transition for all the changes to collection services. This service transition plan must clearly describe the company's ability to implement the services in accordance with the provided schedule (inserted upon award and execution of contract).

1. A timeline showing the duration and completion date of major milestone events such as vehicle purchase and testing; container purchase, assembly and distribution; personnel hiring and training; customer service and billing database development and implementation; administration; public education; etc.

2. Assumptions regarding the participation of County Staff.

3. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.

4. Procedure for residential and commercial customers to select container size(s) and service frequency.

5. Contingency plans for all aspects of implementation.

Our Commitment to a Risk-Free New Contract Implementation

The County has relied on Waste Management as your local service provider for the past 12 years. Throughout our partnership with the County, we have shown our dedication to continuous improvement - better processes, more efficient procedures, and investments in technologies that enhance our collection capabilities and customer service. Transitioning service providers would require rebuilding a successful program from the ground up. It could create potential lapse in service for customers and pricing fluctuations to cover capital investments. Over years in business, WM has occasionally lost contracts to lower priced bids, only to return when an inexperienced hauler was unable to meet all obligations. With all service requirements already in place, our team is ready to concentrate on delivering dependable collection and enhancing our customers' experience from day one.

The benefits to your community for continuing to work with Waste Management are simple. We offer:

Established and reliable collection services. We already have the vehicles, collection equipment, operations site, processing facilities, account data, and systems in-place to offer a risk- and disruption-free implementation.

Invaluable experience. Our experienced drivers know every road and customer in the area and our knowledgeable customer service staff is already well-versed in the County contract terms and service offerings. We leverage lessons learned to offer proven public education and outreach strategies for communicating available services, resources, and maximizing customer participation.

Existing relationships. Over the years, Waste Management staff members have worked hard to become a trusted partner. We have built meaningful relationships with your staff, our customers, and local groups and organizations. We will continue to collaborate with these partners to advance service offerings, problem solve, innovate, and support the vitality of the County.

A commitment to continuous improvement. We seek to continuously improve our service and offer the latest and greatest technologies and innovations in sustainability and integrated operational technology. One of many technology advancements that have transformed our service capabilities is our onboard computing system. Our onboard technology allows us to manage routes, drivers, and customer pick-ups in near real time and seamlessly connects our in-field operations with our customer service and dispatch teams - all leading to greater service accuracy for our customers.

Although there will be few service changes if Waste Management is selected as the service provider, we will manage the implementation with meticulous care. Below we have outlined our approach to the most critical components of the new contract implementation including equipment and resources, customer service, billing, and public education considerations.

Critical Collection Equipment and Resources in Place Today

Key to all successful contract implementations is having the most basic collection equipment and resources in place, tested, and proven. We understand one of the County's top priorities is for their collection partner to deliver the base collection services - confirming customers have containers to put materials into and that material is collected on-time and in a professional and safe manner.

All of Waste Management's County collection equipment and resources are already in place, eliminating any opportunity for customer disruption associated with a new contract implementation.

Core Collection Equipment and Resources

	Waste Management Competency	Benefits to Customer
Drivers 	Waste Management currently serves the County with a team of 18 drivers. In total, our drivers have over 225 years of combined experience as Waste Management employees and have successfully completed rigorous safety and customer service training requirements.	• Safer, more experienced drivers in your community • Existing customer knowledge and personalized customer service • No driver learning curve resulting in fewer missed pick-ups
Trucks 	Waste Management's fleet of collection vehicles is already in place. All our vehicles are subject to daily preventive maintenance and safety inspections. Our fleet is maintained to the highest safety standards and is fully compliant with local and federal safety standards.	• Trucks are not subject to manufacturing delays and are guaranteed ready-to-roll on day one of the new Contract • Reliable collection vehicles with fewer breakdowns resulting in on-time collections

Core Collection Equipment and Resources		
	Waste Management Competency	**Benefits to Customer**
Containers 	With over 13,500 carts and containers currently deployed in your community, each customer has a high-quality and well-maintained receptacle. Existing equipment inventory includes adequate quantities of all required cart and container sizes allowing for deliveries and swaps to be successfully conducted each day due to new service starts and service level shift.	• Zero hassle and customer confusion associated with swapping out carts and containers • No chance of customers experiencing service delays due to carts or containers not being delivered on-time • Clean, well-maintained carts and containers
Routes & Customer Data 	No changes to current collection schedules will be associated with our transition. Waste Management collection routes were created with eRouteLogistics® software and take into account local traffic patterns, truck capacity and disposal locations.	• No missed pick-ups associated with customer confusion caused by collection day changes • Maximum route efficiency provides the greatest fiscal value for ratepayers • Less wear and tear on city streets
Onboard Computing System (OCS) 	Each of the 15 collection trucks that service the County is already equipped with onboard tablets that display drivers' exact route, all scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allows drivers to capture route data in real-time. Drivers note the status of each collection (i.e., collected or a service exception).	• Customers can obtain a collection estimated time of arrival (ETA) through both our website and mobile app • Collection statuses minimize the opportunity for missed collections • Provides customer service reps with near real-time field data to assist with customer service inquiries

Delivering an Exceptional Customer Service Experience

the County residents have many options for how and when they interact with Waste Management. Whether via our mobile app, LiveChat, online at wm.com, or by phone, customers want an interaction that is fast, friendly, and convenient. Waste Management's dedicated Customer Experience Team supports the County customers by managing our phone, email, and online customer service functions and are ready to serve the County on day one of the new contract.

These skilled Customer Experience personnel are already accustomed to working with the County residents and businesses and knowledgeable about contract services and terms:

- Lorrie Meeler – Customer Service Supervisor
- Shelby McGill – Customer Service Specialist
- Kristina Ferrante – Customer Service Specialist
- Sara Randall Morrissey – Customer Service Specialist

The County can always count on reaching Northern Nevada Public Service Solutions Manager Kendra Kostelecky on her mobile phone, (775) 384-4238, in the case of an emergency.

Proven Customer Service Tools and Training

Since accurate and clear communication is a cornerstone of our contract implementation approach, we place significant effort, resources, and time preparing and training our customer service center employees. Training material customized to the County's collection services, programs, and rates has already been developed and is in-use.

Review and Update Informational Tools. We will review and, if necessary, update the County-specific information on Green Pages. Green Pages is an online database that allows a Waste Management customer service representative (CSR) to pull up customer-specific service information, service offerings, and rates within a matter of seconds. Each time a mailing is sent out to the County residents, it is uploaded to Green Pages – allowing agents to reference and look at the same documents that the customer is viewing. Our CSRs use this tool during every call, ensuring that we provide customers with the most accurate service information.

An Easy-to-Understand Monthly Invoice
To present our customers with billing information in an easy-to-read format, we recently redesigned and introduced a new invoice template that incorporates customer feedback.

The most common customer request was to make our bills easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and included an explanation of common charges.

Intensive, Small-Pod Training. All CSRs handling the County calls regularly receive training in small groups. Before implementation, CSRs will review service offerings specific to the County, with special emphasis placed on changes (if any) including new rates, programs, policies, and procedures. CSRs will also be provided with copies of all customer mailings distributed in your community.

Increased Staffing. Although no customer impact will be associated with a Waste Management new contract implementation, there may be a call spike during the first one to two weeks of the new contract due to distribution of service brochures and other customer outreach efforts. Sometimes customers call to request duplicate copies of materials already sent or to confirm their collection schedule. It is critical to prepare for this spike in call volume with additional staffing. As with any new contract implementation, Waste Management's state-of-the-art customer service center will make sure there is a pool of additional CSRs trained on the County-specific issues to help us manage any increases to normal call volume.

Billing Preparation and Considerations

Having accurate service, contact, and billing information means all aspects of our customers' experience will go smoothly – from hassle-free pick-ups to accurate invoicing. As the existing provider, Waste Management is fortunate to already have accurate customer service, billing, and contact information for each County account. Our database is continuously updated and maintained. Our staff works diligently to verify account information during each customer interaction and customers frequently provide updates to phone numbers or payment information themselves via their wm.com account.

If the County selects Waste Management for a new contract, residents will benefit from continued access to our hassle-free billing and payment options. This is especially valuable as a growing portion of Waste Management customers are accustomed to the convenience of managing their accounts online at wm.com. Likewise, many customers prefer electronic invoices have elected to use Waste Management's auto-pay services that connect directly to their bank account or credit card for payments. With any other service provider, customers will be required to start over - creating new online profiles, electing invoice

preferences and if auto-pay is available, and resubmitting their payment information. Often, this will result in missed or late payments, causing inconvenience for many customers.

Public Education and Outreach Efforts

With Waste Management, the County will not need to dedicate public outreach efforts toward collection, customer service, or billing changes that typically go along with a new service provider. Instead, as part of a new contract, we will focus on informing customers of all available.

With recent enhancements to our online capabilities at wm.com, we will collaborate with the County staff to build-out a customized County webpage to include meaningful service information, photos, and resources that reflect the interests of residents. Using Waste Management's local website, customers will easily find the County-specific service information, disposal resources, rates, and recycling education. Customers can also self-manage their account online with new functionality that enables customers to:

- Initiate service or request additional services
- Schedule an empty and return (roll off customers only)
- View pickup schedule and collection ETA
- Schedule an extra pickup or bulky item collection
- Request cart or container repair
- Sign up for autopay or make an online payment
- Enroll in paperless billing
- Edit account contact information

Additional education efforts and outreach materials included as part of a new Waste Management contract will include:

A Comprehensive Information Package. Direct mail of a comprehensive information package that contains service information, rates, a collection schedule, recycling guide, and information on local reuse services and events.

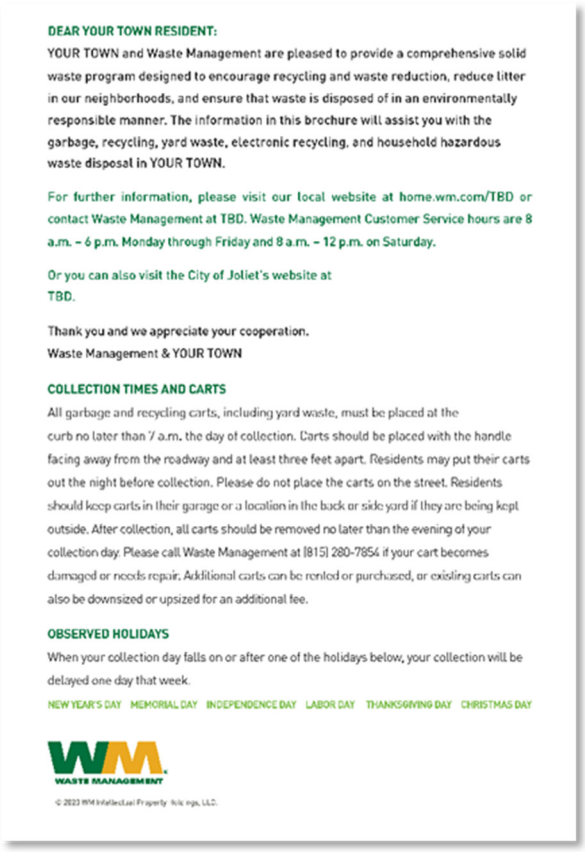
Community Educational Events. Waste Management will promote contract services and provide education at convenient and accessible locations, including: Silver Springs Senior Center, Dayton Library, Stage Coach Community Center, Dayton Senior Center.

Site Visits. Commercial customers will be visited by a Waste Management representative to help right sizing their service levels.

Media Outreach. Press releases will be distributed throughout the contract implementation to promote existing service offerings and community educational events. WM is also eager to partner with the county to maximize communication through social media and electronic community bulletin boards.







DEAR YOUR TOWN RESIDENT:

YOUR TOWN and Waste Management are pleased to provide a comprehensive solid waste program designed to encourage recycling and waste reduction, reduce litter in our neighborhoods, and ensure that waste is disposed of in an environmentally responsible manner. The information in this brochure will assist you with the garbage, recycling, yard waste, electronic recycling, and household hazardous waste disposal in YOUR TOWN.

For further information, please visit our local website at home.wm.com/TBD or contact Waste Management at TBD. Waste Management Customer Service hours are 8 a.m. – 6 p.m. Monday through Friday and 8 a.m. – 12 p.m. on Saturday.

Or you can also visit the City of Joliet's website at TBD.

Thank you and we appreciate your cooperation.
Waste Management & YOUR TOWN

COLLECTION TIMES AND CARTS

All garbage and recycling carts, including yard waste, must be placed at the curb no later than 7 a.m. the day of collection. Carts should be placed with the handle facing away from the roadway and at least three feet apart. Residents may put their carts out the night before collection. Please do not place the carts on the street. Residents should keep carts in their garage or a location in the back or side yard if they are being kept outside. After collection, all carts should be removed no later than the evening of your collection day. Please call Waste Management at (815) 280-7854 if your cart becomes damaged or needs repair. Additional carts can be rented or purchased, or existing carts can also be downsized or upsized for an additional fee.

OBSERVED HOLIDAYS

When your collection day falls on or after one of the holidays below, your collection will be delayed one day that week.

NEW YEAR'S DAY MEMORIAL DAY INDEPENDENCE DAY LABOR DAY THANKSGIVING DAY CHRISTMAS DAY

WM WASTE MANAGEMENT

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Sample New Services Mailer

Example Implementation Key Tasks and Timeline

Implementation Tasks	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year
Key Milestones									
Notice of award									
Contract negotiations									
Council contract execution									
Internal Waste Management implementation meetings									
Waste Management & City staff									

Implementation Tasks	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year
implementation meetings									
Contract start date									
Operations									
Procurement of cart inventory	All Waste Management collection equipment in place. No anticipated changes to routes or collection days required.								
Procurement of new collection vehicles									
Develop cart and container swap schedule									
Develop routes using existing routes where possible									
New route field-testing (prior to go-live)									
Creation of final route maps									
Conduct cart and container transition									
Driver Training									
Conduct driver recruitment effort	All Waste Management drivers are in place, fully trained and have a combined 225 years of driving experience.								
Customer Service									
Request and establish billing codes for new services (if applicable)									
Update existing billing codes with new rates (if applicable)									
Management conducts pre-implementation training									
Detailed new contract curriculum developed									

Implementation Tasks	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year	Month Year
Green Pages are updated to reflect contract changes									
Management conducts small group CSR training on new contract terms and changes (if applicable)									
New Green Pages content goes-live									
Communications/Public Education									
Finalize strategic communications plan & attain city feedback/approval									
Promote implementation at scheduled community and council meetings (as requested)									
Conduct media outreach with City PIO									
Continually update wm.com with key service info									
Conduct commercial customer site visits									
Design and distribute new contract Information Package									

Lessons Learned: Contract Transitions

Through the many contract transitions our team has completed, the most important lesson that we have learned is that proactive and collaborative planning and preparation are crucial to a successful implementation.

This plan will outline the timeframes for our team to complete what we have learned to be the critical components of successful transitions, which include:

- Ordering new equipment immediately after the contract is signed to allow sufficient time for it to arrive, quality checked, and prepared for deployment before the commencement date.
- Developing, testing, modifying, and retesting routes months before beginning new collection work.
- Training our operations and customer service teams on the requirements of the new contract, inputting customer data into our management systems, and developing reporting protocol in collaboration with customer staff, so all elements of our integrated service plan are ready to roll on day one of the new agreement.
- Working with the customer to develop a comprehensive public outreach plan to educate your community on the upcoming transition, important dates, new services, information events, and more.



9 | CONCLUSION

Waste Management of Nevada, Inc. (Waste Management) is your longtime environmental solutions partner. We have provided waste management services to the County for 23 years. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your waste and recycling needs.

We have fulfilled the individual tenets and each requirement of your RFP and have organized this response to provide our proposal in response to each element outlined in the RFP.

We believe this to be a significant contract for both Waste Management and the County. As your long-term partner, we are strongly invested in your community and want to be your waste solutions provider of the future. We understand your priorities, the way you work, and what makes your community such a great place to live, work, and play. This makes us uniquely qualified to provide tailored services to meet your operational needs and the ever-evolving expectations.

Secondly, we are committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the agreement. We have already shown ourselves to be a dependable partner in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction of the County. Waste Management intends to continue to offer uninterrupted stability backed by innovation, value, and price, and to be an active partner in attaining the County's goals and objectives of a cleaner community.

Lastly, continuing a partnership with Waste Management will provide the County with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, should give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

Waste Management is dedicated to being the best environmental solutions partner for the County now and in the future.



10 | BID BOND

Attached herein.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Waste Management of Nevada, Inc.
(Here insert full name and address or legal title of Contractor)
1100 US Highway 95 South, Fernley, NV 89408

as Principal, hereinafter called the Principal, and Endurance Assurance Corporation
(Here insert full name and address or legal title of Surety)
4 Manhattanville Road, Purchase, NY 10577

a corporation duly organized under the laws of the State of Delaware
as Surety, hereinafter called the Surety, are held and firmly bound unto Lyon County
(Here insert full name and address or legal title of Owner)
27 S. Main Street, Yerington, NV 89447

as Obligee, hereinafter called the Obligee, in the sum of Fifteen Thousand and 00/100
($15,000.00)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)
RFP #21/10 - Solid Waste Collection and Disposal Franchise

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st **day of** January, 2022.

(Witness)	Waste Management of Nevada, Inc. (Principal) (Seal) Sandra L Fusinetti Sandra L. Fusinetti, (Title) Attorney-in-Fact
(Witness)	Endurance Assurance Corporation (Surety) (Seal) Theresa Pickerell (Title) Theresa Pickerrell, Attorney-In-Fact

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Theresa Pickerrell, Sandra L. Fusinetti, and Susan Ritter of Acrisure, LLC DBA Smith Manus, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of January 31, 2022.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed
Vice President and Treasurer

SOMPO INTERNATIONAL
INSURANCE

11078

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies, and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of January, 20 22.

By: Daniel S. Ilfrie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

Date: January 31, 2022

To: Lyon County
27 S. Main Street
Yerington, NV 89447

Principal: **Waste Management of Nevada, Inc.**
Bid Date: **January 31, 2022**
Description: **RFP #21/10 - Solid Waste Collection and Disposal Franchise**

Dear Sir/Madam:

We, Endurance Assurance Corporation , hereby agree that in the event an award is made to Waste Management of Nevada, Inc. on the project as captioned, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

Endurance Assurance Corporation

Theresa Pickerrell

Theresa Pickerrell
Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

11078

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified, that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 31st day of January, 20 22.

By: Daniel S. Lone, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.



11 | CERTIFICATE OF INSURANCE

Certificates of Insurance

Waste Management secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by Waste Management. It offers third-party liability for bodily injury and property damage, and off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. the County can rest easy with Waste Management as your service provider knowing that you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY) 12/20/2021

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	**INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** Indemnity Insurance Co of North America — 43575 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** ACE Property & Casualty Insurance Co — 20699 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 18107684 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C68918595 (AOS) WLR C68918558 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
18107684 FOR INFORMATION PURPOSES	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/29/2021

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Waste Management, Inc. 800 Capitol Street Suite 3000 Houston TX 77002 USA	INSURER A: Ironshore Specialty Insurance Company	25445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570088155280 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	☐ UMBRELLA LIAB ☐ OCCUR			IEELPLLCAS2F001	07/01/2021	07/01/2022	EACH OCCURRENCE	$24,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$24,000,000
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Env Site Liab			ISPILLSCAS2J001 Claims-Made	07/01/2021	07/01/2022	Each Incident Limit Aggregate Limit SIR	$1,000,000 $2,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"FOR INFORMATION PURPOSES ONLY"
The evidenced policies cover all sites that are owned or operated by Waste Management, Inc. and that are scheduled for coverage. The policies provide Pollution Legal Liability.

CERTIFICATE HOLDER

Waste Management, Inc.
1001 Fannin Street
Suite 4000
Houston TX 77002 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest Inc.

Holder Identifier :

Certificate No : 570088155280

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12 | CODE OF CONDUCT FORM

Attached herein.

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or Proposers, the parceling or framing out to any Proposer or Proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the selection of the Franchisee and completion of the RFP process.

Deponent further states that the Proposer has not been a party to any collusion among Proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any County official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between Proposers and any Lyon County official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the Proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of Lyon County directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

4. Submission of Code of Conduct
The signed, notarized Code of Conduct must be submitted with the sealed proposal.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Code of Conduct was executed on this 26th day of January, 2022 at Reno, NV.

SIGNED BY: _____

TITLE: President

Subscribed and sworn to before me on this 26th day of January, 2022 at Reno NV.

Notary Public My Commission expires: Deana Palmer

DEANA PALMER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 20-7813-02 - Expires June 20, 2022

Gmail

#6.b

Erin Lopez <elopez@lyon-county.org>

New garbage service

1 message

mjkel@aol.com <mjkel@aol.com> Mon, Feb 28, 2022 at 3:28 PM
Reply-To: "mjkel@aol.com" <mjkel@aol.com>
To: "ELopez@Lyon-County.org" <ELopez@lyon-county.org>

Dear Erin,

I vote for Olcese as a local business that can provide a local phone number and keep the money in Lyon County. It would be good if they had a recycling program as well.

Thank you,

Mary Jean Kelso, Author/Illustrator
https://maryjeankelsoauthor.wixsite.com/mjkel

Gmail

Erin Lopez <elopez@lyon-county.org>

Lyon County Solid Waste Franchise

1 message

Sarah <sarah_adams_409@yahoo.com> Mon, Feb 28, 2022 at 3:54 PM
To: ELopez@lyon-county.org

Hello,

I wanted to submit a vote for WM (Waste Management) to continue as the county's waste management service. They provide excellent weekly service, additional dumping options, and have always been helpful and courteous when called. I have never worked with a better service and hope that WM will continue in this area.

Thank you!

Sarah Allen
260 Cruden Bay Dr
Dayton, NV 89503

Gmail

Erin Lopez <elopez@lyon-county.org>

Waste Service Agenda Meeting

1 message

Danielle Hull <mammachopr1@yahoo.com> Tue, Mar 1, 2022 at 7:33 AM
To: elopez@lyon-county.org

Hello!
Unfortunately I will not be able to attend this meeting on Thursday 3/3/22. However, I would like to voice my vote if possible. I think an opportunity for a different waste service in Lyon County is much needed. I would like to cast my vote for Olcese Waste Service. They have proven to be a highly respectable company in the current construction industry and has been for years. I think they would be wonderful for residential services in our county.

Thank you,
Danielle H.

Gmail

Erin Lopez <elopez@lyon-county.org>

Public Comment for the Lyon County Solid Waste Franchise

1 message

Robert Heslop <lilnrob@sbcglobal.net> Tue, Mar 1, 2022 at 6:13 AM
To: "ELopez@Lyon-County.org" <ELopez@lyon-county.org>

I would like to add my comments in on the matter of the Lyon County Solid Waste Franchise as I am unable to make it to the meeting. I feel that the supervisors should support a l0ocal business and stop giving or tax money to mega corporations. Waste Management is a large corporation that does as it pleases, usually to the detriment of those around them. We need to have a local company, that keeps the money they earn within our local economy. Someone who knows what Lyon County needs, knows the people and problems of Lyon County and will provide fantastic service to those people.
Robert Heslop
Stagecoach

Gmail

Erin Lopez <elopez@lyon-county.org>

New Garbage Franchise?

1 message

cathy8699@aol.com <cathy8699@aol.com> Tue, Mar 1, 2022 at 7:28 AM
To: ELopez@lyon-county.org

I vote to KEEP Waste Management!

Cathy Haber
Dayton NV

Sent from the all new AOL app for iOS

Gmail

Erin Lopez <elopez@lyon-county.org>

Public Comment for the "Lyon County Solid Waste Franchise".

1 message

Jerry Bardelli <jerrybardelli@gmail.com> Mon, Feb 28, 2022 at 6:16 PM
To: ELopez@lyon-county.org

I'm Jerry Bardelli and live at 8025 Cheyenne Trail, Stagecoach Nevada, I can't be present for the meeting on March 3, 2022. I would like to cast my vote for OLCESE WASTE SERVICES. Thank you.

Gmail

Erin Lopez <elopez@lyon-county.org>

Waste Service

1 message

Merry vonBrauch <mvonbrauch@gmail.com> Tue, Mar 1, 2022 at 8:59 AM
To: elopez@lyon-county.org

I can not be at the meeting on the 3rd. due to my handicap but still would like my input known for waste service.

I vote for OLCESE, for several reasons; they are local and family-owned, we are tired of paying more and more money to Waste Managment, if we have to pay higher prices better that it goes to local services, and we used them for dumpster services, and we extremely happy with their professionalism as well as their willingness to work with us for special needs.

Please keep my vote in mind and thank you.

Merry vonBrauch
1605 E. Quince Ave.
Silver Springs, Nv.
89429

Gmail

Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT for Thursday, March 3, 2022: Lyon County Solid Waste Disposal Franchise

1 message

Leannie Alonsabe <lealonsabe@gmail.com> Tue, Mar 1, 2022 at 4:01 PM
To: ELopez@lyon-county.org

Hello Erin,

Hoping this email finds you well and safe.

Since I am unable to attend the Lyon County Public Commission Meeting on Thursday, March 3, 2022 due to work, I am sending you this email.

My name is Leannie Alonsabe. I currently have Waste Management as my garbage service and would like to see a change. As a Lyon County resident who lives at 4910 E 5th Street located in Silver Springs, Nevada, I would like to recommend **OLCESE WASTE SERVICES** as the **NEW** ***"Lyon County Solid Waste Disposal Franchisee"*** to service OUR Lyon County Communities for the Solid Waste Disposal.

Change is good. Why not choose Olcese Waste Services to service this beautiful Lyon County that we live in? Olcese Waste Services is a local family owned business that is located in the heart of Lyon County. Currently, Olcese Waste Services covers the Eureka and Churchill County for garbage service, a small business that wants to thrive and grow!

Erin, thank you for taking my email into consideration to consider **OLCESE WASTE SERVICES** as the **NEW** ***"Lyon County Solid Waste Disposal Franchisee"***. I hope and pray for this new chapter in Olcese Waste Services business.

Let's support local businesses! GO OLCESE WASTE SERVICES!!!

Have a wonderful day!

Sincerely,
Leannie Alonsabe
4910 E 5th Street
Silver Springs NV 89429
(707) 246-8900

Gmail

Erin Lopez <elopez@lyon-county.org>

Vote for waste services

1 message

Debi Taylor <debi@homemeansnvrealty.com> Tue, Mar 1, 2022 at 9:54 PM
To: "elopez@lyon-county.org" <elopez@lyon-county.org>

Lyon Co Solid Waste Franchise.
I would like to vote for Olcese Waste Services

Thank you

Debi Taylor

Gmail Erin Lopez <elopez@lyon-county.org>

PUBLIC COMMENT for BOCC 3/3/2022

1 message

John Cassinelli <cassinellilscape@aol.com> Tue, Mar 1, 2022 at 4:37 PM
Reply-To: John Cassinelli <cassinellilscape@aol.com>
To: "elopez@lyon-county.org" <elopez@lyon-county.org>

Good afternoon Erin. I would like to have this email attached as "Public Comment" for the March 3rd BOCC meeting as I cannot attend.

RE: Lyon County Solid Waste Franchise

To Lyon County Board of County Commissioners,

I would like to voice my support for Olcese Waste Services for consideration of Lyon County's Solid Waste Removal Contractor. Olcese has a local office and yard within Lyon County, is a family owned and operated LOCAL business with the staff, trucks, and equipment to adequately serve the citizens of Lyon. They have existing successful operations all around North-West and Central Nevada. I use Olcese for my own Company for weekly dumpster services, and have had them for several years with no issues. Thanks for your consideration.

John

John Cassinelli, CLP
President/CEO
Cassinelli Landscaping & Construction Inc.
(775)882-6846 x20
john@cassinellilandscaping.com

Listed below is the evaluation form that will be used to evaluate each proposal.

PROPOSER EVALUATION FORM

PROPOSER _____

EVALUATOR _____

DATE _____

CRITERIA	SCORE		
0-10 POINTS EACH (1-5 Average; 6-10 Exceptional)	Weight	Score	Weighted Score
EXPERIENCE • Five or more years' experience providing waste collection services • Existing services related to solid waste collection • Demonstrated ability to initiate services under franchise agreements • Demonstrated ability to provide adequate customer service	2		
COMPETENCY AND QUALIFICATIONS • Demonstrated financial stability • Evidence that Franchisee is capable of commencing performance as required in the RFP. • Evidence proposer is in good standing with the State of Nevada. • Evidence Franchisee has or could acquire sufficient equipment to perform under the terms of the franchise agreement.	2		
COLLECTION AND TRANSFER STATION PROPOSAL • Collection meets all base service requirements. • Evidence that adequate transfer stations can be provided in Dayton, Silver Springs, Mason Valley and Smith Valley.	3		
RATE SCHEDULE • Competitiveness of proposed rate schedule	5		
IMPLEMENTATION PLAN • Clearly defined timeline • Provides clear overview of transition process • Addresses potential problems with implantation and how they will be controlled.	3		
TOTALS			

- The weighted score is found by multiplying the weight by the score given. Total available weighted score possible is 150

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
7.a

Subject:
For Presentation Only: Present Lyon County Sheriff's Office Special Investigations Unit with a Unit Citation for their outstanding performance for the year 2020-2021.

Summary:
The Lyon County Sheriff's Office Special Investigations unit has gone above and beyond the call of duty in regards to working narcotics and narcotic related crimes in Lyon County for the last couple of years. For a small group of individuals they have achieved great things with limited resources. Deputies Ty Joyner, Gabriel Santos, K9 Deputies Jonathan Tripp and Wayne Hawley deserve to be awarded a LCSO Unit Citation for their efforts. See attached synopsis for details.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Present Lyon County Sheriff's Office Special Investigations Unit with a Unit Citation for there outstanding performance for the year 2020-2021.

ATTACHMENTS
- - LCSO Unit Citation for SIU

LYON COUNTY
SHERIFF

Frank Hunewill
Sheriff

Date: 01/24/22
To: Captain J. Smith
From: Acting Sergeant Marty J. Dues

Re: Commendation/Unit Citation

This letter is to make you aware of the outstanding performance of the individuals of the Lyon County Sheriff's Office Special Investigations Unit for the year 2020-2021.

This unit, comprised of Investigators Ty Joyner and Gabriel Santos, and K9 handlers Jonathan Tripp and Wayne Hawley, should be recognized for their work and their team efforts in the following investigations:

2020

Law enforcement received a tip of stolen guns being sold in the Fernley area, resulting in a vehicle pursuit in which patrol deputies lost the suspect, the Special Investigations Unit then began their investigation. Their involvement uncovered a multi-jurisdictional burglary case involving twenty-six separate storage buildings/properties. The property that was able to be recovered for twelve (12) of the victims was estimated at over $5,000. Furthermore, SIU uncovered the suspect's fully operational fraud lab in which they discovered the identities of over 2,600 victims. The suspect, Donald Heacock, was arrested and taken into custody without incident.

Without SIU intervention, the estimated combined loss to those victims could have been staggering, potentially into the hundreds of thousands to millions of dollars.

SIU began working a case in conjunction with Churchill County Investigators on a Dayton resident who had been performing multiple burglaries in the Lyon County and Churchill County areas. This investigation which involved vehicle tracker and cell phone warrants yielded $50,000 in recovered property and two pounds of methamphetamine with a street value of $9,500. Additionally, even though the suspect, Jesse Gilbert, was an ex-felon (prohibited from owning guns), the investigation found him to be in possession of eighteen firearms; seven of which were reported stolen.

In an attempt to arrest Jesse Gilbert, investigators were faced with a criminal who expressed that he would not go back to prison. Gilbert gave his mother ominous instructions as what to do with his cremated ashes. As expected, Jesse Gilbert did not surrender when approached by law enforcement, but fled, leading them on a vehicle pursuit through Mason Valley and Yerington before concluding in Smith Valley. He was finally apprehended, ending a potentially violent felonious crime spree. Although Jesse Gilbert did cause one of our K9 handler Wayne Hawley to roll his truck, the arrest of the fleeing suspect was without serious injury or death to any of the citizens of Lyon County, to law enforcement personnel, or to the suspect himself.

Faced with a fraud case in which the suspect posed as a Fernley city employee and then proceeded to steal thousands of dollars in merchandise from auto parts stores (e.g. O'Reilly, Napa) in the northern Nevada area, patrol turned to the SIU team for help. The crime occurred on December 05, 2020 but wasn't reported to the Lyon County Sheriff's Office until December 11, 2020. It then took another four days for SIU to receive it from patrol on December 15, 2020. Before that day was over, SIU had solved this case.

During the course of their work on an unrelated investigation, SIU was able to discover the whereabouts of Kenny Anderson, a criminal in the Reno area whom Reno Police Department was seeking but could not find. With the information provided by the Lyon County Sheriff's Office SIU team, RPD was able to execute a tactical S.W.A.T. hit on the suspect's residence, taking him into custody and seizing one pound of methamphetamine and

thirteen firearms.

2021

In 2021, SIU has arrested 27 people in Lyon County for new felony cases. This does not include existing warrant arrests or misdemeanor arrests. This included twenty seven (27) felony cases stemming from narcotics investigations in Lyon County. Most notable, was an investigation SIU conducted in Fernley this year which led to the defendant being sentenced last week to 19-58 years in prison.

SIU has seized the following illegal drugs: 22.6 pounds of methamphetamine with an approximate street value of $1,102,480.00, 12,000 (2.5 lbs.) of counterfeit Oxycodone pills (Fentanyl) with an approximate street value of $360,000.00, 22.57 grams of heroin with an approximate street value of $2,257.00, 6 pounds of marijuana with an approximate street value of $6,000.00, and 1 ounce of Psilocybin mushrooms with an approximate street value of $500.00.

All of these narcotics seizures, whether made in Lyon County or in a different jurisdiction have had a direct link to a Lyon County criminal investigation conducted by SIU. The largest seizure in 2021 was 20.3 lbs. of methamphetamine and 2.5 lbs. of counterfeit Oxycodone pills. This seizure was made in Reno, Nevada and will be prosecuted federally. Although several agencies were involved in the final takedown, this investigation stemmed 100 percent from Lyon County to include multiple residential search warrants and a GPS tracker warrant all obtained in Lyon County by SIU.

Along with narcotics seizures, SIU has recovered stolen firearms, stolen motor vehicles, and approximately $23,927.00 worth of other stolen property.

Investigators Wayne Hawley and Tyrell Joyner were sworn in as case specific Task Force Officers with the Drug Enforcement Administration to assist in "Operation Straight Razor". "Operation Straight Razor" was an Investigation that started in 2020. It should be noted that the case originally started by a traffic stop made in Lyon County in 2020 by the Regional Gang Unit who was assisted by SIU. "Operation Straight Razor" was concluded in March of 2021. The operation included 6 Arrests, seizure of 185.1 grams of fentanyl, 173.9 grams of cocaine HCL, 29.6 grams of MDMA, 19.8 grams of heroin; 7 seized weapons, 1 seized vehicle, 1 diamond Rolex, 1 diamond necklace, 1 diamond ring, multiple laptops, and multiple cellular telephones.

Conclusion

Citing just these cases spanning the past 2 years exemplifies the high caliber production of this unit and captures the larger picture of what SIU accomplishes on a regular basis. It reveals the hard work and self-driven tenacity that produces enviable results. Results that most others, even those who work in the same agency, are unaware of.

Furthermore, the depth and complexity of the aforementioned investigations, the expediency in which these operations were concluded, and the safety in which they were executed, are all a testament to how invaluable the Special Investigations Unit is to the Lyon County Sheriff's Office and the citizens of Lyon County as a whole.

Acting Sergeant Marty J. Dues

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
9.a

Subject:
For Report Only: Canal Township Justice Court Statistics

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - Statistics Report 7-1-21 to 12-31-21

CANAL TOWNSHIP JUSTICE COURT

565 East Main Street
Fernley, Nevada 89408
775-575-3355 / Fax 775-575-3359

LORI MATHEUS
JUSTICE OF THE PEACE

To: Lyon County Commissioners
Jeff Page, County Manager

From: Lori Matheus, Justice of the Peace

Date: February 18, 2022

Subject: FY 20/21 Statistics for Canal Township Justice Court

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Attached please find the Clerk's Report to Auditor of Costs and Fees Collected, Minimum Accounting Standards (MAS) Collection Report and Case Statistics for the period of July 1, 2021 to December 31, 2021.

If you have any questions, please feel free to contact me.

Clerk's Report to Auditor of Costs and Fees Collected

Approved by State Board of Accounts for LYON County - 2021

To Auditor of LYON County, NEVADA
Collecting for Period: 11/30/2021 thru 12/30/2021

Account	Prior Collections	Collections This Period	Year To Date Collections
3F - TOWN FINE	0.00	0.00	0.00
3F AA FEE - GENETIC #(30255)	462.00	63.00	525.00
3F AA FEE - JUSTICE #(30043)	1,120.00	154.00	1,274.00
3F AA FEE - JUVENILE #(30048)	320.00	44.00	364.00
3F AA FEE - STATE (A #(30428)	6,047.50	617.00	6,664.50
3F AA FEE - STATE (G #(30430)	800.00	110.00	910.00
3F ALCOHOL DETECTION #(10107)	99.00	0.00	99.00
3F ALTERNATIVE SENTE #(10097)	0.00	0.00	0.00
3F ATTORNEY FEE REIM #(10103)	50.00	75.00	125.00
3F ATTORNEY GENERAL COURT COSTS	0.00	0.00	0.00
3F BAIL FORFEITURES #(10100)	7,070.00	770.00	7,840.00
3F BAILIFF FEES #(10102)	4,394.00	500.00	4,894.00
3F BOND FILING FEE V #(30434)	800.00	200.00	1,000.00
3F BOND PROCESSING F #(10097)	600.00	150.00	750.00
3F CENSUS FEE #(30427)	306.00	45.00	351.00
3F CHEMICAL ANALYSIS #(10108)	275.00	155.00	430.00
3F CIVIL FEES #(10097)	15,900.00	2,831.25	18,731.25
3F CIVIL FEES - COUR #(30042)	7,642.77	1,211.03	8,853.80
3F COLLECTION FEE #(10097)	140.00	0.00	140.00
3F COUNTY FINE #(10099)	4,744.66	550.00	5,294.66
3F COURT FACILITY FE #(30044)	1,595.00	195.00	1,790.00
3F CREDIT CARD PROCE #(10097)	7.50	0.00	7.50
3F DEPARTMENT OF WILDLIFE - CIVIL PENALT	0.00	0.00	0.00
3F DUI SCHOOL	0.00	0.00	0.00
3F DUI SPECIALTY COU #(30426)	0.00	0.00	0.00
3F DUI SPECIALTY COU #(30426)	110.00	0.00	110.00
3F EVALUATION FEE	0.00	0.00	0.00
3F FELONY/GROSS MISD FORF - SPECIALTY CO	0.00	0.00	0.00
3F FELONY/GROSS MISD FORF - VICTIMS OF C	0.00	0.00	0.00
3F FINE - STATE OF N #(30421)	5,581.50	615.00	6,196.50
3F GPS FEE #(10107)	0.00	0.00	0.00
3F INTERPRETER FEES	0.00	0.00	0.00
3F MARRIAGE FEE #(30435)	0.00	0.00	0.00
3F MISCELLANEOUS FEE #(10114)	6,299.69	387.05	6,686.74
3F PENALTY FEE #(10097)	40.00	0.00	40.00
3F PREVENTION/TREATM #(10098)	3,060.00	450.00	3,510.00
3F SERVICE FEES TO SHERIFF'S OFFICE	0.00	0.00	0.00
3F SMALL CLAIMS FEE #(10097)	1,201.50	293.00	1,494.50
3F SPECIALTY COURT F #(30428)	1,112.00	142.00	1,254.00
3F STATE CONTRACTORS BOARD COURT COSTS	0.00	0.00	0.00
3F STATE PERMANENT S #(30613)	0.00	0.00	0.00
3F TRANSCRIPT FEES T #(10097)	0.00	0.00	0.00
3F WITNESS FEES #00134115	302.00	0.00	302.00
3F WORKERS COMP #(10097)	75.00	0.00	75.00
DEPARTMENT OF WILDLIFE - CIVIL PENALTIES	0.00	0.00	0.00
Totals:	70,155.12	9,557.33	79,712.45

State of NEVADA LYON County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

M Martha Tapia

CLERK OF THE FERNLEY JUSTICE COURT - CANAL TOWNSHIP COURT

Approved by State Board of Accounts for LYON County - 2021

To Auditor of LYON County, NEVADA
Collecting for Period: 11/30/2021 thru 12/30/2021

Account	Prior Collections	Collections This Period	Year To Date Collections
3F DOMESTIC VIOLENCE #(30429)	175.00	0.00	175.00
Totals:	175.00	0.00	175.00

State of NEVADA LYON County, SS:

I SWEAR THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF ALL COSTS AND FEES BELONGING TO THE ABOVE NAMED COUNTY COLLECTED BY ME FOR THE PERIOD SHOWN.

Martha Tapia

CLERK OF THE FERNLEY JUSTICE COURT - CANAL TOWNSHIP COURT

Nevada Supreme Court
Administrative Office of the Courts
Minimum Accounting Standards Reporting & Auditing

MAS Collections Report: 7/1/2021 TO 12/31/2021
J031101 - FERNLEY JUSTICE COURT - CANAL TOWNSHIP

Number of cases in which court costs, fees, and fines were assessed during the reporting period: 218

Court Fines and Fees

	Dollar Amount	Percent of Assessed
Dollar amount assessed:	$42,450.16	
Dollar amount collected:	$36,596.66	86.21%
Dollar amount waived/suspended:	$5,242.00	12.35%
Dollar amount of jail time served credit given:	$4,790.00	11.28%
Dollar amount of community service credit given:	$0.00	0.00%
Total of collections, waived and credited amounts:	$46,628.66	111.23%

	Dollars Collected	Percentage Collected
0-30 Days:	$27,480.16	75.09%
31-60 Davs:	$2,241.00	6.12%
61-90 Days:	$695.00	1.90%
91-120 Days:	$535.00	1.46%
Over 120 Days:	$5,645.50	15.43%
Total:	**$36,596.66**	**100.00%**

Note: Aging calculated from date cost docket assessed to date of receipt/payment in this reporting period.

Data Date: 2/18/2022, 3:33:21PM
Report name: MAS Monthly Collection and Aging.rpt

Days Outstanding	Amount Owed	Amount Outstanding	Percentage Outstanding
0-30 Days:	$9,720.00	$9,445.00	4.96%
31-60 Days:	$2,030.00	$1,978.50	1.04%
61-90 Days:	$1,120.00	$545.00	0.29%
91-120 Days:	$640.00	$640.00	0.34%
Over 120 Days:	$200,720.50	$177,920.00	93.38%
Total:		**$190,528.50**	**100.00 %**

Note: The amounts above exclude restitution and bail holding.
The percentage is calculated by amount outstanding divided by the grand total of amount outstanding.

Data Date: 2/18/2022, 3:33:21PM
Report name: MAS Monthly Collection and Aging.rpt

CANAL TOWNSHIP JUSTICE COURT
STATISTICS FY 21/22

TOTAL FINES AND FEES COLLECTED	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	TOTALS
Fines and Fees	$17,003.96	$16,160.16	$12,797.00	$13,933.50	$10,260.00	$9,557.33							$79,711.95
Domestic Violence Fees	$35.00	$35.00	$70.00	$35.00	$0.00	$0.00							$175.00

CASELOAD COUNTY BY AGENCY	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	TOTALS
Lyon County District Attorney	17	30	16	22	18	11							114
Lyon County Sheriff's Department	26	18	8	18	21	25							116
Nevada Highway Patrol	36	17	21	27	42	98							241
Department of Wildlife	0	0	0	0	0	1							1
Gaming Control Board	0	0	0	0	0	0							0
TOTAL CASE COUNT BY AGENCY	79	65	45	67	81	135							472

CASE TYPES	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTALS
Criminal Cases	44	49	31	43	45	39							251
Traffic Cases	35	16	14	24	36	96							221
General Civil	24	31	17	26	24	13							135
Summary Eviction	21	32	31	33	14	15							146
Protective Orders	24	14	10	11	7	21							87
Small Claims	6	4	3	2	3	4							22
TOTAL CASE TYPES	154	146	106	139	129	188							862

CLOSED CIVIL/CRIMINAL CASES	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	TOTALS
	130	108	100	155	72	109							674

OTHER - COURT ACTIVITY	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	
Remanded Cases	0	0	0	0	0	1							1
Bench Trials	1	0	0	1	0	0							2
Jury Trials	0	0	0	0	0	0							0
Search Warrant Requests	4	8	2	6	0	5							25
Probable Cause Findings	21	19	15	19	28	27							129
72 Hour-Hearings	1	0	0	1	0	1							3
Arraignment Hearings	38	47	38	23	34	47							227
Preliminary Hearings	0	1	2	2	4	2							11
Sentencing Hearings	16	21	22	19	8	6							92
Revocation Hearings	0	0	0	0	0	0							0

CANAL TOWNSHIP JUSTICE COURT
STATISTICS FY 21/22

CASE TYPE - FELONY	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	TOTALS
Crimes Against Persons	2	2	3	3	1	0							11
Domestic Violence	0	0	0	0	0	0							0
Elder Abuse	0	0	0	0	0	0							0
Child Abuse and Neglect	0	0	0	1	0	0							1
Protection Order Violation	0	1	0	0	0	0							1
Crimes Against Property	5	10	2	4	11	5							37
Drugs	6	6	4	6	2	3							27
Weapons	1	0	0	1	0	1							3
Motor Vehicle - DUI	0	1	0	1	1	0							3
Motor Vehicle - Reckless	0	0	0	0	0	0							0
Motor Vehicle - Other	0	0	0	0	0	0							0
Public Order	0	0	0	0	0	0							0
Other Felonies	0	0	0	0	0	0							0

CASE TYPE-GROSS MISDEMEANOR	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	June-22	TOTALS
Crimes Against Persons	0	0	0	1	1	0							2
Domestic Violence	0	0	0	0	0	0							0
Elder Abuse	0	0	0	0	0	0							0
Child Abuse and Neglect	2	0	0	1	0	1							4
Protection Order Violation	1	0	0	0	2	0							3
Crimes Against Property	0	0	0	0	0	0							0
Drugs	0	0	0	0	1	1							2
Weapons	0	0	0	0	0	0							0
Motor Vehicle - Other	0	0	0	0	0	0							0
Public Order	0	0	0	0	0	0							0
Other Gross Misdemeanors	0	0	0	0	0	0							0

CASE TYPE - MISDEMEANOR	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	TOTALS
Bail Forfeitures - Traffic Citations	32	18	15	12	15	14							106
Crimes Against Persons	2	1	2	3	4	0							12
Domestic Violence	8	3	4	6	5	7							33
Elder Abuse	0	0	0	0	0	0							0
Protection Order Violation	1	3	2	0	1	1							8
Crimes Against Property	3	7	2	5	2	3							22
Drugs	4	5	5	4	4	5							27
Weapons	0	0	0	0	1	0							1
Public Order	0	2	1	0	0	1							4
Other Non-Traffic Misdemeanors	0	2	0	0	1	2							5
Motor Vehicle - DUI	3	3	2	5	2	3							18
Motor Vehicle - Reckless	0	0	0	0	2	0							2
Traffic	36	18	14	24	35	95							222
Parking	0	0	0	0	0	0							0

CANAL TOWNSHIP JUSTICE COURT
STATISTICS FY 21/22

CIVIL FILINGS	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	
Landlord/Tenant - Summary Eviction	21	32	31	33	15	21							153
Unlawful Detainer - Writs of Restitution	0	0	0	0	0	0							0
Other Real Property Case	0	0	0	0	0	0							0
Auto Negligence Case	0	0	0	0	0	0							0
Premises Liability Case	0	0	0	0	0	0							0
Other Negligence Case	0	0	0	0	0	0							0
Intential Misconduct Case	0	0	0	0	0	0							0
Other Tort Case	0	0	0	0	0	0							0
Credit Card Collection Case	15	25	14	26	23	12							115
Pay Day Loan Collection Case	0	0	0	0	0	0							0
Debt Collection Agency Case	1	0	2	0	0	0							3
Other Debt Collection Agency Case	7	2	1	0	0	1							11
Contract Buyer/Plaintiff Case	1	0	0	0	0	0							1
Other Contract Case	0	4	0	0	1	2							7
Contested Liens Case	0	0	0	0	0	0							0
Petition to Seal Records	0	1	0	2	0	0							3
Other Civil Matters	0	0	0	6	0	0							6
Small Claims Case	6	4	3	17	3	4							37
Request for DV Protection Order	5	2	3	0	2	3							15
Request for Protection Order (Non-DV)	19	12	7	4	5	10							57
Civil Writs (Related to an Existing Case0	10	11	5	4	7	7							44
Remitted/Remanded Civil Cases	0	0	0	0	0	0							0
Jury Trials	0	0	0	0	0	0							0
Non-Jury Bench Trials	5	4	3	2	3	5							22
Satisfaction of Judgment	4	5	7	6	6	5							33
Inmate Requests/Filings	0	0	0	0	0	0							0
Contempt and Preliminary Injunctions	0	0	0	0	0	0							0
Renewal of Judgment	3	3	1	1	2	3							13
Sexual Assault Protection Order	0	0	0	0	0	0							0
Extended DV Protection Orders Granted	1	1	1	0	3	0							6
Extended DV Protection Orders Denied	1	5	0	0	0	1							7
Extended DV Protection Orders Other	0	0	0	0	0	0							0
Extended Protection Orders (non-DV)Granted	3	6	4	2	1	0							16
Extended Protection Orders (non-DV)Denied	3	3	6	5	1	4							22
Extended Protection Orders (non-DV)Other	0	0	1	0	0	0							1
Order to Seal Records	2	0	0	0	0	1							3

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
9.b

Subject:
For Report Only: Dayton Township Justice Court Statistics

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - Civil, Criminal & Monthly Statistics January 2022

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 1/1/2022 to 1/31/2022

Justice/Municipal Court Case Types - Civil (Dictionary, p.25-27)

Civil Caseload
(Dictionary p. 29-31)

	Real Property Case			Tort Case					Contract Case									Protection Orders	
				Negligence Case					Seller Plaintiff (Debt Collection) Case										
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer/Plaintiff Case	Other Contract Case	Contested Liens Case	Other Civil Matters	Small Claims Case	Request for DV Protection Order	Request for Protection Order (Non-DV)
1. Begin Pending																			
a. Active																			
b. Inactive																			
2. New Filings	10	0	0	0	0	0	0	0	7	0	0	0	0	2	0	1	1	4	9
3. Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Reactivated																			
5. Dispositions (Entry of Judgment)																			
a. Original	8	0	0	0	0	0	0	0	6	0	0	3	0	0	0	1	1	4	9
b. Reopened																			
6. Placed on Inactive Status																			
7. End Pending																			
a. Active																			
b. Inactive																			
8. Set for Review																			

Additional Civil Caseload Statistics (Dictionary, p.28-29)

Civil Writs (Related to an Existing Case)	Remitted/Remanded Civil Cases	Jury Trials	Non-Jury (Bench) Trials	Satisfaction of Judgment	Inmate Requests/Filings	Contempt and Preliminary Injunctions	Renewal of Judgment	Limited Jurisdiction Courts Only: Orders to Seal Records	Limited Jurisdiction Courts Only: Sexual Assault Protection Orders	Limited Jurisdiction Courts Only: Request for Extended DV Protection Orders	Limited Jurisdiction Courts Only: Request for Extended Protection Orders (Non-DV)
4	0	0	4	3	0	0	2	0	0	0	0

Court: DAYTON JUSTICE COURT **Court ID:** J031102 **Prepared by:** Angelica Martina

Date: 1/1/2022 to 1/31/2022 **Approved by:**

Justice/Municipal Court Case Types - Civil (Dictionary, p.25-27)

Civil Manner of Disposition (Dictionary p. 33-35)	Real Property Case			Tort Case					Contract Case									Protection Orders	
				Negligence Case					Seller Plaintiff (Debt Collection) Case										
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case	Contested Liens Case	Other Civil Matters	Small Claims Case	Request for DV Protection Order	Request for Protection Order (Non-DV)
Non-Trial Dispositions																			
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Voluntary Dismissal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Involuntary Dismissal	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
Transferred (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Judgment on Arbitration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Stipulated Dismissal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Stipulated Judgment	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0		
Default Judgment	7	0	0	0	0	0	0	0	5	0	0	2	0	0	0	1	0		
Motion to Dismiss by the Defendant(s)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Summary Judgment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total Non-Trial Dispositions	7	0	0	0	0	0	0	0	6	0	0	3	0	0	0	1	0	0	1
Non-Jury (bench) Trial Dispositions																			
Disposed After Trial Start (bench trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Judgment Reached (bench trial)	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1		
Total Bench (Non-Jury) Trial Dispositions	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1		
Jury Trial Dispositions																			
Disposed After Trial Start (jury trial)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Verdict Reached	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Protection Orders Dispositions																			
Denied without Hearing																		0	0
Granted without Hearing																		4	8
Denied with Hearing																		0	0
Granted with Hearing																		0	0
Total Protection Order Dispositions																		4	8
Grand Total Dispositions	8	0	0	0	0	0	0	0	6	0	0	3	0	0	0	1	1	4	9

Nevada Trial Courts

Civil High Risk Orders Report

Court: DAYTON JUSTICE COURT Court ID: J031102

For Dates Between: 1/1/2022 And 1/31/2022

Caseload Worksheet		Disposition Worksheet		Statistics Worksheet	
New Filings:	0	Other Manner of Disposition:	0	Extended High Risk P/O Granted:	0
Reopened:	0	Voluntary Dismissal:	0	Extended High Risk P/O Denied:	0
		Involuntary Dismissal:	0	Extended High Risk P/O Other:	0
		Transferred (before trial)	0	High Risk P/O Leo:	0
		Denied Without Hearing:	0	High Risk P/O Family:	0
		Granted Without Hearing:	0		
		Denied With Hearing:	0		
		Granted With Hearing:	0		

Nevada Trial Courts

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 1/1/2022 to 1/31/2022

Criminal Statistics Reporting
Disposition Worksheet

Justice Court Case Types - Felonies (Dictionary p. 1-4)

Criminal Case Dispositions *(Dictionary p. 13-16)*	Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - DUI	Motor Vehicle - Reckless	Motor Vehicle - Other	Public Order	Other Felony
Non-Trial Dispositions													
Bail Forfeitures													
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (before prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0
Waiver of Preliminary hearing	1	0	0	0	0	2	0	0	0	0	0	0	0
Preliminary Hearing													
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0	0	0
Bindover	2	0	0	0	0	0	0	2	0	0	0	0	0
Dismissed (after diversion)													
Dismissed (before trial)													
Guilty Plea with Sentence (before trial)													
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	3	0	0	0	0	2	0	2	0	0	0	0	0
Trial Dispositions													
Bench Trial													
Dismissed (during trial)													
Acquittal													
Guilty Plea with Sentence (during trial)													
Conviction													
TOTAL BENCH TRIAL DISPOSITIONS													
Jury Trials													
Dismissed (during trial)													
Acquittal													
Guilty Plea with Sentence (during trial)													
Conviction													
TOTAL JURY TRIAL DISPOSITIONS													
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	3	0	0	0	0	2	0	2	0	0	0	0	0

Nevada Trial Courts

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 1/1/2022 to 1/31/2022

Criminal Statistics Reporting
Disposition Worksheet

Justice Court Case Types (cont'd) - Gross Misdemeanors (Dictionary p. 4-6)

Criminal Case Dispositions *(Dictionary p. 13-16)*	Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - Other	Public Order	Other Gross Misdemeanor
Non-Trial Dispositions											
Bail Forfeitures											
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before prelim.)	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (before prelim.)	0	0	0	0	0	0	0	0	0	0	0
Waiver of Preliminary hearing	1	0	0	0	1	0	0	0	0	0	0
Preliminary Hearing											
Dismissed (during prelim.)	0	0	0	0	0	0	0	0	0	0	0
Guilty Pleas with Sentence (during prelim.)	0	0	0	0	0	0	0	0	0	0	0
Bindover	1	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)											
Dismissed (before trial)											
Guilty Plea with Sentence (before trial)											
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	2	0	0	0	1	0	0	0	0	0	0
Trial Dispositions											
Bench Trial											
Dismissed (during trial)											
Acquittal											
Guilty Plea with Sentence (during trial)											
Conviction											
TOTAL BENCH TRIAL DISPOSITIONS											
Jury Trials											
Dismissed (during trial)											
Acquittal											
Guilty Plea with Sentence (during trial)											
Conviction											
TOTAL JURY TRIAL DISPOSITIONS											
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	2	0	0	0	1	0	0	0	0	0	0

Nevada Trial Courts

Criminal Statistics Reporting

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Disposition Worksheet

Date: 1/1/2022 to 1/31/2022

Prepared by: Angelica Martina

Approved by: _____
Chief Judge

Justice (cont'd)/Municipal Court Case Types - Misdemeanors (Dictionary p. 4-6)

Criminal Case Dispositions *(Dictionary p. 13-16)*	Crimes Against Persons	Domestic Violence	Elder Abuse	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Other Non-Traffic Misdemeanors	Motor Vehicle - DUI	Motor Vehicle - Reckless	Traffic	Parking
Non-Trial Dispositions													
Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0	59	0
Nolle Prosequi (before trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before prelim.)													
Guilty Pleas with Sentence (before prelim.)													
Waiver of Preliminary hearing													
Preliminary Hearing													
Dismissed (during prelim.)													
Guilty Pleas with Sentence (during prelim.)													
Bindover													
Dismissed (after diversion)	0	1	0	0	0	0	0	0	0	0	1	2	0
Dismissed (before trial)	1	2	0	5	2	0	0	1	0	0	0	51	0
Guilty Plea with Sentence (before trial)	0	5	0	0	2	0	1	3	1	4	0	8	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	1	8	0	5	4	0	1	4	1	4	1	120	0
Trial Dispositions													
Bench Trial													
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Acquittal	0	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0	0	0
Conviction	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL BENCH TRIAL DISPOSITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0
Jury Trials													
Dismissed (during trial)	0	0	0	0	0	0	0	0	0	0	0		
Acquittal	0	0	0	0	0	0	0	0	0	0	0		
Guilty Plea with Sentence (during trial)	0	0	0	0	0	0	0	0	0	0	0		
Conviction	0	0	0	0	0	0	0	0	0	0	0		
TOTAL JURY TRIAL DISPOSITIONS	0	0	0	0	0	0	0	0	0	0	0		
Other Manner of Disposition	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL DISPOSITIONS	1	8	0	5	4	0	1	4	1	4	1	120	0

Nevada Trial Courts

Criminal Statistics Reporting

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Caseload Worksheet

Date: 1/1/2022 to 1/31/2022

District & Justice Court Case Types - Felonies (Dictionary p. 1-4)

Criminal Caseload *(Dictionary p. 10-11)*	Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - DUI	Motor Vehicle - Reckless	Motor Vehicle - Other	Public Order	Other Felony
1 Begin Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												
2 New Filings	1	0	0	0	0	0	3	1	0	0	1	0	0
a Charges	7	0	0	0	0	0	3	2	0	0	1	0	0
3 Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
4 Reactivated	To be completed at a later date												
5 Dispositions (entry of Judgment)													
a Original	3	0	0	0	0	2	0	2	0	0	0	0	0
b Reopened	To be completed at a later date												
6 Placed on Inactive Status	To be completed at a later date												
7 End Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												

Nevada Trial Courts

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Date: 1/1/2022 to 1/31/2022

Criminal Statistics Reporting
Caseload Worksheet

District & Justice Court Case Types (cont'd) - **Gross Misdemeanors** (Dictionary p. 1-4)

Criminal Caseload *(Dictionary p. 10-11)*	Crimes Against Persons	Domestic Violence	Elder Abuse	Child Abuse and Neglect	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Motor Vehicle - Other	Public Order	Other Gross Misdemeanor		**Criminal Appeals from LJ Courts**
1 Begin Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												
2 New Filings	0	0	0	0	0	0	0	0	0	0	0		0
a Charges	0	0	0	0	0	0	0	0	0	0	0		0
3 Reopened	0	0	0	0	0	0	0	0	0	0	0		0
4 Reactivated	To be completed at a later date												
5 Dispositions (entry of Judgment)													
a Original	2	0	0	0	1	0	0	0	0	0	0		0
b Reopened	To be completed at a later date												
6 Placed on Inactive Status	To be completed at a later date												
7 End Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												

Nevada Trial Courts

Criminal Statistics Reporting

Court: DAYTON JUSTICE COURT **Court ID:** J031102

Caseload Worksheet

Date: 1/1/2022 to 1/31/2022

Justice (cont'd)/**Municipal Court Case Types - Misdemeanors** (Dictionary p.4-6)

Criminal Caseload *(Dictionary p. 10-11)*	Crimes Against Persons	Domestic Violence	Elder Abuse	Protection Order Violation	Crimes Against Property	Drugs	Weapons	Public Order	Other Non-Traffic	Motor Vehicle - Dui	Motor Vehicle - Reckless	Traffic	Parking
1 Begin Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												
2 New Filings	2	3	0	1	4	3	0	8	3	3	0	113	0
a Charges	6	3	0	1	4	4	0	12	5	6	0	156	1
3 Reopened	0	0	0	0	0	0	0	0	0	0	0	0	0
4 Reactivated	To be completed at a later date												
5 Dispositions (entry of Judgment)													
a Original	1	8	0	5	4	0	1	4	1	4	1	120	0
b Reopened	To be completed at a later date												
6 Placed on Inactive Status	To be completed at a later date												
7 End Pending													
a Active	To be completed at a later date												
b Inactive	To be completed at a later date												

Additional Criminal Caseload Statistics (p. 6)

Remanded Cases	0
Aggresive Driving Charges	0
Graffiti Charges	0
Bench Trials	0
Jury Trials	0

Death Penalty (Rule 250) Statistics

NOI to Seek Death Penalty Filed	0
NOI Withdrawn	0
Death Penalty Imposed	0

Additional Criminal Proceedings (Dictionary p. 7-9)

Extraordinary Writs	0
Search Warrants Requests	2
Probable Cause Findings/Hearings	22
Extradition Hearings	0
Coroner's Inquest Hearings	0
72-Hour Hearings	0
Arraignment Hearings	44
Preliminary Hearings	1
Sentencing Hearings	25
Grand Jury Proceedings	0
Post-Adjudication Case Activity	
Request for Modification of Sentence	0
Revocation Hearing	0
Post ConvictionRelief	0

Preliminary Hearing Continuances

Court Need	0
Prosecution Request	0
Defendant Request (pro per)	0
Defense Attorney Request	0
Other	0
Total Prelim Hearing Continuances	0

Trial Continuances

Court Need	0
Prosecution Request	0
Defendant Request (pro per)	0
Defense Attorney Request	0
Other	0
Total Trial Continuances	0

Prepared by: Angelica Martina
Approved by:

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
12.a

Subject:
For Possible Action: Approve the February 17th, 2022 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- - February 17, 2022 Minutes

The Honorable Board of Lyon County Commissioners met this day, Thursday, February 17, 2022, at 9:00 a.m. in the SILVER SPRINGS SENIOR CENTER, 2945 FORT CHURCHILL RD., SILVER SPRINGS, NV 89429.

1. Roll Call

Present: Ken Gray, Vida Keller, Wes Henderson, Robert Jacobson, and Dave Hockaday

Staff: District Attorney Steve Rye and County Manager Jeff Page

2. Invocation given by Irene Albritton of First Christian Church

Irene Albritton gave the invocation.

3. Pledge of Allegiance

4. Public Participation

There was none given.

5. For Possible Action: Review and adoption of agenda

Comm. Keller moved to approve the agenda as presented. Comm. Jacobson seconded and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 A.M. Public Hearing- Bill No. 22-02: For Possible Action: Approve an ordinance amending Lyon County Code Title 1 - Administrative, Chapter 5 - Board of County Commissioners, by amending Section 3 Election District Boundaries.

County Manager Jeff Page reviewed this has been previously proposed. The change of the election district boundaries is to the census.

Comm. Keller moved approve an ordinance amending Lyon County Code Title 1 - Administrative, Chapter 5 - Board of County Commissioners, by amending Section 3 Election District Boundaries.

Comm. Gray seconded.

Comm. Jacobson questioned if this affects **s**chool board boundaries, and if so, is there a new map up?

County Manager Jeff Page answered it will not and the School Board sets those boundaries.

Clerk/Treasurer Nikki Bryan stated the School District, Assembly District, Commissioner Districts and the Congressional and all of the other districts is what makes the whole process so difficult. Because they all have to fit together. The School Board approved theirs and Fernley approved the Wards. The Commissioner Districts are approved by the Board of Commissioners. All of these fit together along with the population as best as possible.

Comm. Gray asked for public participation, there was none, and the motion passed 5-0.

6.b. Time Certain at 9:30 A.M: For Information Only: Presentation Only on Lyon County Sheriff's Yearly update.

Sheriff Frank Hunewill gave a presentation of office data, staffing levels, patrol, detention facility, investigations, dispatch, call stats, special assignments, and volunteer services, comparisons to other jurisdictions, turnover, and leave. He gave ideas for improvements, community events and programs.

Comm. Gray opened the meeting for public participation.

Public Participation:
Russ Wright gave an account of his experiences with neighborhood issues and the response of the officers.

7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Recognize Blaine Manz for completing a certificate program, titled Essential Management Skills in the Public-Sector, offered through Pool/Pact and Human Resources (David Bruketta).

Utilities Director David Bruketta recognized Blaine Manz for completing Essential Management Skills in the Public-Sector. He reviewed his great work ethic and the requirements for obtaining the certificate.

8. Commissioners/County Manager reports

Comm. Jacobson commented he attended the Planning Commission Meeting. He thanked them for their work and help as an advisory board to the Commissioners. He attended the Quest Lakes meeting.

Comm. Keller congratulated Tammy Hendrix for being appointed as the Chairwoman, and John Cassinelli as the Vice-Chair for the Planning Commission this year.

Comm. Hockaday congratulated Tammy Hendrix and John Cassinelli. He attended the Smith Valley Park Board meeting. They reviewed the upgrades at Dressler Park to the sports courts. On March 2nd at the Smith Valley Advisory Board there will be a mining presentation by HudBay. It will be at the school's multipurpose room.

Comm. Henderson attended the Silver City Advisory Board meeting. It was announced that former member Chali Hagen was appointed as Chief to the Volunteer Silver City Fire Department. Silver City Advisory Board expressed they will be providing input in regards to the Tiny Houses, it was previously missed. He wanted to refer the item back to the Citizen Advisory Boards prior to a final decision.

Comm. Gray reported at the Carson City Water Subconcervancy District meeting it was reviewed the water level is low, and worse than last year.

County Manager Jeff Page gave a report of the Smith Valley Advisory Board meeting for March. HudBay will be presenting, however, there is no application filed. It is for a community presentation of their operations. He and staff are gathering input for the Public Lands Bill. Staff is reviewing the process of designating land. He thanked the public for understanding of those who continue to wear masks since the Governor's directive of releasing the mask mandate. I.T. is working in the Smith Valley School for wireless connectivity. Projects still in progress are the public lands and the Waste Franchise RFP is coming forward. He gave an overview of the RFP screening and evaluating. In the future they will bring a presentation of them to the Board of Commissioners.

9. Elected Official's reports

There were none given.

10. Appointed Official's reports

There were none given.

11. Advisory Board reports

Jeff Page reported Neil Block was a member of the Stagecoach Advisory Board and he had recently passed away.

Comm. Gray stated he will be missed and gave his condolences.

CONSENT AGENDA

Comm. Henderson requested to pull item #14.b out of consent and for it to be heard separately.

Comm. Henderson moved to approve the consent agenda items #12.a – 16.e, minus #14.b to be herd separately.

Comm. Keller seconded.

Comm. Gray asked for public participation, there was none, and the motion passed 5-0.

12. Assessor's Corrections

12.a. For Possible Action: Approval of changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.
-Secured Factual
-Unsecured Factual

Secured Property corrections totaled $ 4,642.16 and Unsecured Factual Corrections totaled $659.90.

13. For Possible Action: Approve County Commission Minutes

13.a. For Possible Action: Approve the February 3, 2022, minutes.

14. Contracts

14.a. For Possible Action: Approve additional agreement with conflict counsel under Lyon County's Indigent Defense Plan.

14.b. For Possible Action: Approve Contract for Ledezma-Aguilar Garden Services for the amount of $800.00 per month. This is for the maintenance of the medians on Dayton Valley Rd. Authorize the County Manager to sign Documents.

Comm. Henderson asked what the contracted work entails.

Facilities Director Doug Homestead stated it is a contract the Road Department manages. It is for the maintenance for the road median. He stated there is another contract for $800 a month with them for the sidewalk for landscaping maintenance.

Comm. Henderson asked if there was more staff, could this work be done by Lyon County?

Doug Homestead answered it could be possible.

Jeff Page gave a history of the complaints from the citizens of weeds and garbage. It was then contracted when there wasn't staff available.

Comm. Gray commented the two contracts at $1600 a month could be cost effective when you're not paying for other benefits such as PER's or other expenses.

Comm. Henderson moved to approve a contract for Ledezma-Aguilar Garden Services for the amount of $800.00 per month. This is for the maintenance of the medians on Dayton Valley Rd. Authorize the County Manager to sign Documents.

Comm. Hockaday seconded.

Comm. Gray asked for public participation, there was none, and the motion passed 5-0.

14.c. For Possible Action: Approve Agreement with Thomson Reuters for Online Legal Research for District Attorney's Office and Human Resources for the period June 1, 2022 to June 20, 2024 at the rate of $1,875.35 for June 2022 and $1,950.36 per month until July 1, 2023, a 2% increase each year thereafter.

14.d. For Possible Action: Approve Amendment No. 1 to Interlocal Agreement No. NM435-15-016 between Lyon County and Nevada Department of Transportation (NDOT) to allow for NDOT to reimburse Lyon County for additional repairs necessary to the Signal System at the intersection of US 50 and Fortune Drive in Dayton.

15. Grants

15.a. For Possible Action: Accept the Notice of Subgrant Award from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, for SFY2022, in the amount of $105,898, to purchase two new 2022 Ford F-150 Hot/Cold trucks for the home delivered meals programs and accept these vehicles into the County fleet, and to install sneeze guards at senior centers as a safety and sanitation precaution.

15.b. For Possible Action: Accept grant award from Aging and Disability Services Division (ADSD), State of Nevada, for FY2021 Nutrition Services Incentive Program (NSIP) in the amount of $25,444.00.

15.c. For Possible Action: Accept supplemental grant award from the State of Nevada Department of Health and Human Services (DHHS), for the Community Services Block Grant (CSBG), in the amount of $11,208.

16. Other Consent Items

16.a. For Possible Action: Approve the remodel of the Walker River Justice Court courtroom to increase the size of the jury box in an amount not to exceed $20,000, with funding to come from the court facility fees.

16.b. For Possible Action: Approve dissolving an open Lieutenant position in the Lyon County Sheriff's Office and creating an additional Captains position within the Sheriff's Office. There is no monetary difference from topped out Lt's salary to starting level Capt. including the 10 percent bump in pay.

16.c. For Possible Action: Approve a contingency budget transfer of $9,995.00 to cover the cost of In House Law Enforcement Supervisor training. Training is a four day leadership conference hosted by Lyon County Sheriff's Office put on by Randy Means & Associates, LLC.

16.d. For Possible Action: Review and accept claims and financial reports.
- Cash Report 1-31-22
- Claims Report 1-16-22 to 1-31-22

The cash balance as of January 31, 2021 was $93,816,003.11. County claims totaled $637,722.02 and payroll totaled $1,155,463.18.

16.e. For Possible Action: Review and accept travel claims.
- Travel Report 1-16-22 to 1-31-22

Travel claims total as of January 31, 2021 was $1,175.03.

****END OF CONSENT AGENDA****

REGULAR AGENDA - (Action will be taken on all items unless otherwise noted)

17. Board Appointments and Resignations

17.a. For Possible Action: Appoint Terri Davis to the Lyon County Library Board of Trustees with a term expiring June 30, 2025.
- Library Board of Trustees Application-Terri Davis

Comm. Hockaday moved to appoint Terri Davis to the Lyon County Library Board of Trustees with a term expiring June 30, 2025.

Comm. Henderson seconded.

Comm. Gray asked for public participation, there was none, and the motion passed 5-0.

18. County Manager

18.a. For Possible Action: Discussion and direction to staff on a response to the Nevada Tax Commission, which is considering removing Lyon County as a guaranteed county for the Supplemental City-County Relief Tax distribution.

Comptroller Josh Foli gave a report that Lyon County is currently a guaranteed county for the Supplemental City-County Relief Tax (SCCRT) distribution, which means Lyon County gets a predetermined distribution amount from the State each year regardless of actual amounts generated by the tax. In the past, the distribution has been significantly more than what was generated. Lyon County has reached the threshold of generating over 10% more than they are receiving, which requires removal from the guaranteed status unless Lyon County seeks and is granted a one-year waiver. The waiver is only granted if the Nevada Tax Commission determines that the increase was primarily caused by nonrecurring taxable sales. If a waiver is granted, it is only for a single year. It is challenging to determine if the increase has been primarily caused by nonrecurring taxable sales due to multiple factors that affect it. Prior to the pandemic, Lyon County was not generating more in taxable sales than it was receiving. Some factors that are affecting SCCRT that are not necessarily recurring are: Stimulus funding, pandemic-caused purchasing changes (types of purchases, increased home improvement purchases due to people staying home, purchases delivered to homes, etc.), artificially low interest rates that stimulate housing development, one-time purchases by Nevada Copper as they are ramping up for production. Some factors that are affecting SCCRT that may be recurring: growth in population, inflation, internet sales now being taxed. The increase in SCCRT may be due to one-time factors. However, it is highly likely that the one-time factors take more than a year to resolve, which would result in a removal from the guaranteed status anyways.

Comm. Jacobson commented with the graph given in the backup, to stay a guaranteed county it would cost 2 million dollars.

Josh Foli confirmed yes, if they chose to stay. If they left in the next year, or to be non-guaranteed, they could receive 2 million more than what they are getting. His concern is the stimulus money could last for the next 2-3 years.

Comm. Gray is in favor of coming off the guaranteed status now.

Comm. Henderson referred to the graph, the trend in revenue has been increasing. He asked if there is any reason the trend won’t continue.

Josh Foli answered it could not continue if interests rates increase or gas prices, those things change the economy.

Comm. Jacobson is in favor of staying with the guaranteed status.

Comm. Keller is in favor of staying with guaranteed status.

Comm. Keller moved to direct staff to not ask for a waiver

Comm. Jacob seconded.

Comm. Gray asked for public participation, there was none, and the motion passed 5-0.

18.b. For Possible Action: Discussion and allocation of American Rescue Plan Act (ARPA) funding. (Requested by Commissioner Keller)

Comptroller Josh Foli gave a report the final guidance has come out. The Board has previously allocated $5,008,500 of the $11, 170,643 in ARPA funding. The remaining $6,162,143 qualifies under the revenue loss provision to be able to be used for any governmental purpose, which can include roads, buildings, ambulances, etc. The Parks allocation is requested to increase to $527,000, unless the request is partially funded from park construction taxes. The fire districts have requested ARPA funding for ambulances, which are approximately $270,000 each, including power cots. The Fernley Justice Court has requested an expansion of their building space to be able to hold jury trials. It would be beneficial to also do an expansion and remodel of the Fernley Sheriff's Substation at the same time a contractor is already on site.

There are many road projects that have been contemplated around the County as well.
Due to increases in construction costs, the sewer projects in Dayton are expected to continue to increase in cost.

Comm. Gray wanted a workshop or a day for presentations and considerations.

Comm. Henderson agreed to postpone and have a more comprehensive list prepared for their evaluation.

Comm. Hockaday wanted more options to be presented in a report or graph form of the projects.

Comm. Jacobson is in favor of supporting the firefighters and ambulance services. City of Fernley has made a commitment to a facility for services within the community as a community center and would like to contribute to it.

Jeff Page commented to hold conversations for today and advertise the workshop for timed limited presentations.

Josh Foli commented there are also projects needed for road maintenance at Ramsey Weeks and Miller and Aiazzi Lane.

Comm. Keller commented road engineering is also an alternative. She suggested leveraging some of the funding.

Jeff Page commented a concern is leveraging some of the funding against grants is not allowed with some federal grants.

Comm. Henderson agreed to place this at another date.

Comm. Keller moved to bring the item back as a workshop for April 8th.

Comm. Henderson seconded.

CEO/Founder USA Rehab Centers Mitch Berney attended the meeting in hopes to give a presentation. Instead he gave a statement of the program and of USA Rehab Center’s needs. He will come back to give a presentation when the item is scheduled.

Comm. Gray asked for public participation, there was none, and the motion passed 5-0.

19. Other

19.a. For Possible Action: Propose an ordinance relating to political signs, and amending Lyon County Code Title 7, Chapter 7.02.04, by repealing certain requirements, involving

political signs including the limitation on when a sign can be placed prior to an election; and leaving in effect prohibition of political signs on Lyon County property or Lyon County rights of way.

Jeff Page requested for a commissioner to propose the ordinance and staff is available for questions.

Comm. Gray stated he requested the item to be brought forward. He commented they can't make the signs be removed. He is concerned with First Amendment Rights.

Comm. Henderson referenced this is paragraph, the removal of the time constraints.

> *A. Time Limits: Political signs ~~may be erected no more than sixty (60) days before a primary election and~~ shall be removed by the candidate within thirty (30) days after the applicable election.*

He doesn't agree and would rather it read 45 days.

Jeff Page stated there is no enforcement because it is on private property.

Comm. Henderson argued then the statement of removing them after 30 days should also be removed.

District Attorney Steve Rye answered it's an encouragement for the candidates to remove their signs after the election. There is an enforcement mechanism, however, the First Amendment Rights would need to be considered for private property.

Comm. Hockaday stated this was also brought up in regards to early voting. He is in support of the sign removal requirement and is the candidate's responsibility.

Comm. Gray commented signs should only be placed on private property and should not be enforced.

Comm. Keller clarified to edit the wording from shall be removed to encourage them, and to edit the first line instead of removing it.

Comm. Gray stated he is okay with leaving the wording for removal. He asked Steve Rye if he is going to enforce the removal of signs.

Steve Rye stated they would want the language to be kept if they should need it to be enforced. Enforcement would be challenging because of the lack of Sherriff's availability.

Comm. Jacobson asked if this meets State Law requirements.

Steve Rye commented it would be less than in some regards.

Comm. Keller proposed an ordinance relating to political signs, and amending Lyon County Code Title 7, Chapter 7.02.04, by repealing certain requirements, involving political signs including the limitation on when a sign can be placed prior to an election; and leaving in effect prohibition of political signs on Lyon County property or Lyon County rights of way.

Comm. Gray asked for public participation

Public Participation:
Russ Wright gave his comment in support of the District Attorney and the language presented.

Laurie Olsen gave her comments on her definition of a political sign versus vulgar signs.

20. Agenda Requests

Comm. Henderson requested an item for discussion allocating funds from the construction tax to park improvement projects in the Central Lyon County corridor.

21. Commissioner Comments

Comm. Keller thanked everyone for attending the meeting.

22. Closed Session pursuant to NRS 241.015(3) (b) (2) - *It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3*

minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.

There was no closed session.

23. Public Participation

There was none.

24. Adjourn

Comm. Gray adjourned the meeting.

LYON COUNTY BOARD OF COMMISSIONERS

_____

KEN GRAY, Chairman

ATTEST

_____

NIKKI BRYAN, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
13.a

Subject:
For possible Action: Approve to go out to bid for the 2022 RTC Project in the Smith Valley area for chip sealing, fog sealing, crack sealing and approve the proposals from Farr West for bid preparations, bidding and construction management and Lumos & Associates for the testing and inspections. The total amount will be paid from RTC budget.

Summary:
This project is in the Smith Valley area for 42 miles of roadway for chip sealing, fog sealing and crack sealing . The proposal from Farr West in the amount of $35,700.00 for bid preparations, bidding and construction management. The proposal from Lumos & Associates in the amount of $63,250.00 for the testing and inspections. The total amount for the project will be paid from RTC fund.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval

Recommendation:
Approve to go out to bid for the 2022 RTC Project in the Smith Valley area for chip sealing, fog sealing, crack sealing and approve the proposals from Farr West for bid preparations, bidding and construction management and Lumos & Associates for the testing and inspections. The total amount will be paid from RTC budget.

ATTACHMENTS
- -2022 RTC PROJECT Smith Valley
- -Farr West Proposal
- -Lumos Proposal

Smith Valley
Chip Seal

ROAD NAME	FROM	TO	MILEAGE	LENGTH FT.	WIDTH FT.	SQ. YARD
Albright Ln.	SR 338	Hardie Ln.	1.25	6600.00	22	16133.33
Amanda Lane	Artesia Rd.	Jessica Drive	0.63	3340.00	24	8906.67
Angelina Cir.	Smith Vista Dr.	Smith Vista Dr.	1.07	5660.00	24	15093.33
Angie Ct.	Angelina Cir.	.05 miles north	0.05	281.00	24	749.33
Artesia Rd.	Upper Colony Rd.	End of pavement	1.57	8310.00	23	21236.67
Artist View	Day Ln	Lower Colony Rd	3.61	19080.00	22	46640.00
Buck Ct.	Angelina Cir.	.07 miles soutrhwest	0.07	400.00	24	1066.67
Burke Dr.	Day Ln	Jessen Rd.	2.02	10665.60	22	26071.47
Carter Ln.	SR 208	Hardie Ln.	1.25	6585.00	23	16828.33
Colony Estates Dr.	Upper Colony Rd.	Upper Colony Rd.	0.38	2041.10	24	5442.93
Crosby Ln.	Smith-Gage Rd.	SR 208	0.32	1689.60	22	4130.13
Day Ln.	Lower Colony Rd.	Upper Colony Rd.	0.49	2545.00	22	6221.11
Eloise Circle	Artist View	End	0.1	528.00	24	1408.00
Grant View Dr.	Saroni Rd.	Hudson Aurora	2.01	10612.80	21	24763.20
Hardie Ln.	Grant View Dr.	Albright Ln.	0.50	2663.00	22	6509.56
Hudson Aurora	SR 208	Grant View Dr.	2.02	10650.00	21	24850.00
Hudson Way	SR 208	Bridge	3.01	15980.00	24	42613.33
Hunewill Ln.	Lower Colony Rd.	End of Pavement	1.39	7562.00	20	16804.44
Jason Dr.	Upper Colony Rd.	Amanda Ln.	0.25	1320.00	24	3520.00
Jessen Rd.	Lower Colony Rd.	End of pavement	1.00	5280.00	22	12906.67
Jessica Dr.	Amanda Lane	Madison Way	0.25	1275.00	24	3400.00
June Bug Ct.	Angelina Cir.	.05 miles southwest	0.05	300.00	24	800.00
Kayden Ct.	Angelina Cir.	.07 miles southwest	0.07	400.00	24	1066.67
Madison Way	Artesia Rd.	Jessica Drive	0.64	3400.00	24	9066.67
Megan Ct.	Amanda Lane	Madison Way	0.23	1214.40	24	3238.40
Mesa Dr.	Artist View	End	0.50	2525.00	23	6452.78
Miller Ridge Dr.	Artist View	Lodge Pole Rd.	0.58	3150.00	22	7700.00
Oreana Ct.	Mesa Dr.	End	0.12	650.00	24	1733.33
Patrick Dr.	Upper Colony Rd.	Amanda Ln.	0.25	1305.00	24	3480.00
Pinon Dr.	Upper Colony Rd.	Day Ln.	0.84	4435.20	23	11334.40
Pleasant View Ln	Hawk View Rd	End of Pavement	0.26	1375.00	24	3666.67
Quinn Way	Santa Sophia Dr.	Angelina Cir.	0.15	810.00	24	2160.00
Rivers Rd.	SR 208	Smith - Gage Rd.	1.43	7485.00	20	16633.33
Rowntree Ln.	SR 338	Grant View Dr.	1.01	5295.00	22	12943.33
Santa Sophia Dr.	Lower Colony Rd.	Quinn Way	0.41	2225.00	24	5933.33
Santa Theresa Dr	Santa Sophia Dr.	Angelina Cir.	0.17	860.00	24	2293.33
Saroni Rd.	SR 338	Grant View Dr.	1.13	5917.00	22	14463.78
Siegel Ct.	Mesa Dr.	End	0.13	686.40	24	1830.40
Smith-Gage Rd.	Crosby Ln.	Day Ln.	3.28	17340.00	21	40460.00
Smith Vista Dr.	Lower Colony Rd.	Angelina Cir.	0.09	435.00	24	1160.00
Upper Colony Rd.	SR 208	Pinion DR.	4.84	23700.00	21	55300.00
Upper Colony Rd.	Pinion DR	Artesia Rd.	2.53	15300.00	24	40800.00
Square Yards			41.95			547811.60

This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 18, 2014.

Lyon County Engineer

Task Order Number: 23

Date: February 14, 2022

Title: 2022 Lyon County Roadway Resurfacing Project

Project Description: Farr West is requested to assist Lyon County (County) with the bidding process and construction management with the County Roadway Resurfacing Project in Smith Valley, Nevada. The resurfacing project consists of protective surface sealing such as slurry, chip, and cape sealing. This Scope of Work (SOW) consists of Farr West providing bidding and construction management support services to the County.

The Master Services Agreement is amended and supplemented to include the following agreement of the parties.

PART 1 – SERVICES

Task 1 – Project Management

Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.

Approach

The following applies:

Farr West will routinely review project progress and communicate project status on a regular basis. Communication will be through email and telephone, and with project coordination meetings with County and Farr West staff. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the County.

Deliverables

The following will be delivered under this task:

- Monthly invoices and status reports.

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 –Bid Documents

Objective

Prepare bid documents; provide needed details to raise surface lids (as needed); provided GIS mapping exhibits as part of bid package; and prepare preliminary opinion of probable construction costs.

Approach

The following approach applies:

- Prepare bid documents of roadway rehabilitation with chip seal, fog seal, and crack seal – including project documents and bid schedule.

Description	Miles	Square Yards
Chip Seal/Fog Milage	41.95	547,812
Crack Sealing		547,812
Total	**41.95**	**1,095,624**

- Prepare technical specifications and construction details for roadway resurfacing.
- Prepare GIS mapping of each roadway section including area and striping (where applicable) – see attached Exhibits for specific roads to be included in the project scope.
- Update GIS software with 2022 roads and type of resurfacing applied to the road.
- Submit bid package to County staff for comments.
- Meet with County to review comments and finalize the bid documents

Deliverables

The following will be delivered under this task:

- Submittal of the 90% set for County review and comment includes individual PDF files of the Plans (11”x17”), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11”x17”), Specifications, and Opinion of Probable Construction Cost.

Assumptions

The following assumptions apply:

- County review and comment within 1 weekfter receiving draft bid package.
- An Opinion of Probable Construction Cost will be provided for bid package.

Task 4 – Bidding Assistance

Objective

Assist the County in the bid solicitation, opening, review, and award process of the construction contract.

Approach

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder’s list.
- Attend one (1) pre-bid meeting at the County’s office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at County’s office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract to the County.
- Prepare and issue Notice of Award.

Deliverables

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to the County Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.

Assumptions

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the County office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

Task 4 –Construction Administration Support

Objective

Monitor the Project and keep the County informed of the Project status at all times. This phase also includes assisting the County with the close out of the construction process, construction contract, and limited construction observation.

Approach

The following activities will be performed as part of this task:

- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction management activities are limited to eight (1) total hours per week throughout the project duration.
    - These activities include processing of documents (described earlier), coordination of parties, daily observation report QC, etc.
    - Review construction inspection and material testing results, which will be provided by Lumos and Associates.
    - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
    - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
    - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and County Staff).
- Recommend Project final acceptance to the County.
- Construction Observation

- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.

Deliverables

The following will be delivered under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.

Assumptions

The following assumptions apply:

- Pre-construction meeting to be held at County's office in Dayton.
- Construction anticipated to take ten (10) weeks.
- Ten (10) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by County, billed on a time and materials basis outside of the SOW.
- Office engineering efforts are detailed under the Approach section of this task.
- Certified payroll reviews are assumed at two (2) hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance.
- One (1) minor revision per report is assumed within this SOW. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to the Nevada Department of Labor must come from the County as they are the public body, funding Project, and have ultimate responsibility.
- Material testing will be provided by County via certified third-party testing company (Lumos and Associates).
- Farr West construction observation will be one (1) day per working week, 1.5 hour of on-site observation, 2.5 hours for reporting and travel.
- Lyon County will provide construction observation personnel for day-to-day construction observation.
- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- Limited on-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.

- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

Task 5 - County Directed Services

For tasks to cover the cost of Project work items that are currently unforeseen by the County, a task budget of $5,000 is incorporated into this Contract. Labor efforts will not be charged to this task unless written authorization is obtained from the County.

PART 2 – COMPENSATION

The County shall pay Farr West on a time and materials basis of **Thirty Five Thousand and Seven Hundred Dollars**. A breakdown of the individual task budgets is as follows:

Task 1	Project Management	$2,000
Task 2	Bid Documents	$13,000
Task 3	Bid Support	$2,200
Task 4	Construction Administration Support	$13,500
Task 5	County Directed Services	$5,000
	TOTAL:	**$35,700**

PART 3 – SCHEDULE

The following is a *proposed* schedule to be used as a general guideline only.

Notice to Proceed: March 2022
Bid Package ready to bid: April 2022
Bidding Process: May 2022
Contracting: May to June 2022
Construction Management: June to October 2022
Closeout: November 2022

IN WITNESS WHEREOF, the parties hereto have executed this Task Order.

Owner:		Engineer: Farr West Engineering	
By:	_____	By:	_____
Print Name:	_____	Print Name:	Damon McAlister, P.E.
Title:	_____	Title:	Principal Engineer
Date Signed:	_____	Date Signed:	February 14, 2022

Smith Valley
Chip Seal

ROAD NAME	FROM	TO	MILEAGE	LENGTH FT.	WIDTH FT.	SQ. YARD
Albright Ln.	SR 338	Hardie Ln.	1.25	6600.00	22	16133.33
Amanda Lane	Artesia Rd.	Jessica Drive	0.63	3340.00	24	8906.67
Angelina Cir.	Smith Vista Dr.	Smith Vista Dr.	1.07	5660.00	24	15093.33
Angie Ct.	Angelina Cir.	.05 miles north	0.05	281.00	24	749.33
Artesia Rd.	Upper Colony Rd.	End of pavement	1.57	8310.00	23	21236.67
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Carter Ln.	SR 208	Hardie Ln.	1.25	6585.00	23	16828.33
Colony Estates Dr.	Upper Colony Rd.	Upper Colony Rd.	0.38	2041.10	24	5442.93
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Jessica Dr.	Amanda Lane	Madison Way	0.25	1275.00	24	3400.00
June Bug Ct.	Angelina Cir.	.05 miles southwest	0.05	300.00	24	800.00
Kayden Ct.	Angelina Cir.	.07 miles southwest	0.07	400.00	24	1066.67
Madison Way	Artesia Rd.	Jessica Drive	0.64	3400.00	24	9066.67
Megan Ct.	Amanda Lane	Madison Way	0.23	1214.40	24	3238.40
Mesa Dr.	Artist View	End	0.50	2525.00	23	6452.78
Miller Ridge Dr.	Artist View	Lodge Pole Rd.	0.58	3150.00	22	7700.00
Oreana Ct.	Mesa Dr.	End	0.12	650.00	24	1733.33
Patrick Dr.	Upper Colony Rd.	Amanda Ln.	0.25	1305.00	24	3480.00
Pinon Dr.	Upper Colony Rd.	Day Ln.	0.84	4435.20	23	11334.40
Pleasant View Ln	Hawk View Rd	End of Pavement	0.26	1375.00	24	3666.67
Quinn Way	Santa Sophia Dr.	Angelina Cir.	0.15	810.00	24	2160.00
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Rowntree Ln.	SR 338	Grant View Dr.	1.01	5295.00	22	12943.33
Santa Sophia Dr.	Lower Colony Rd.	Quinn Way	0.41	2225.00	24	5933.33
Santa Theresa Dr	Santa Sophia Dr.	Angelina Cir.	0.17	860.00	24	2293.33
Saroni Rd.	SR 338	Grant View Dr.	1.13	5917.00	22	14463.78
Siegel Ct.	Mesa Dr.	End	0.13	686.40	24	1830.40
Smith-Gage Rd.	Crosby Ln.	Day Ln.	3.28	17340.00	21	40460.00
Smith Vista Dr.	Lower Colony Rd.	Angelina Cir.	0.09	435.00	24	1160.00
Upper Colony Rd.	SR 208	Pinion DR.	4.84	23700.00	21	55300.00
Upper Colony Rd.	Pinion DR	Artesia Rd.	2.53	15300.00	24	40800.00
Square Yards			41.95			547811.60

LUMOS & ASSOCIATES

Carson City • Fallon • Lake Tahoe • Reno

www.LumosInc.com

Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

February 10, 2022

LA22.130

Lyon County Public Works
Attn: Dustin Homan
PO Box 1699
Dayton, NV 89403
Email: dhoman@lyon-county.org

Subject: Proposal to provide Inspection and Materials Testing Services
Lyon County RTC 2022 Pavement Maintenance Project
Smith Valley, NV

Dear Mr. Homan:

Lumos & Associates, Inc. is pleased to have the opportunity to provide this proposal for the above mentioned project. We understand our scope of services is to provide inspection and materials testing services as required by the plans, specifications and "The Standard Specifications for Public Works Construction". The following is our estimated cost to provide the required inspection materials testing services:

Crack Sealing, Chip Seal and Fog Seal Inspection Testing and Sampling:

20 days x 12 hrs/day x $120/hr = $28,800

In addition to the above mentioned field materials tests, we will provide the laboratory testing as follows:

5 Gradations/Fractured Faces/Cleanness Values x $550 each = $2,750
1 Binder Series x $1,500 each = $1,500
30 Viscosity Tests x $500 each = $15,000

We will also provide a technician to pick up and deliver samples to our laboratory.

30 visits x 3 hrs/visit x $100/hr = $6,000

At the conclusion of the project, we will prepare a final inspection and materials testing package for submittal to Lyon County Public Works Department that will be reviewed and stamped by a Professional Engineer. The estimated cost to prepare this package is $950.

Administrative Services associated with the above scope of work is estimated at 15% of the above costs. Administrative Services including Technical Typist, Construction Services Engineer, and Construction Services Supervisor. We can provide these services for an estimated cost of $8,250.

Our total estimated cost to provide the above mentioned scope of work is **$63,250**.

Additional tests and inspections, outside of this scope of work, can be provided on a time and materials basis per our current fee schedule. Re-inspections and standby time are not part of our estimated cost and will be billed on a time and materials basis. Prevailing wages were not assumed for our inspectors/technicians. If prevailing wages are required, the above additional costs will be adjusted accordingly.

You can authorize Lumos to complete the above scope of services by completing the attached forms.

If you have any questions, please do not hesitate to contact me at 775.883.7077.

Sincerely,

Mitch Burns, P.E.
Materials Engineering Manager

Attached: Contract
Provisions

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the 10 day of February 20 22, by and by and between Lyon County Public Works whose mailing address is PO Box 1699, Dayton, NV 89403 hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on 2022 Pavement Maintenance Project (Project Name) hereinafter called the "PROJECT" and whose location is Lyon County

THE CLIENT/contact person for this project is Dustin Homan

Phone _____ Email dhoman@lyon-county.org

CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:

See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15% charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:

See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about February 20 22; and have said work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is Mitch Burns Phone (775) 883-7077

The attached Standard Provisions of Agreement are incorporated hereinto and made a part of this Agreement. In the event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with such service. All written communications shall be addressed to CONSULTANT at 9222 Prototype Drive, Reno, NV 89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written above.

CONSULTANT:		CLIENT:	
PRINT	Mitch Burns	PRINT	
SIGN		SIGN	
TITLE	Materials Engineering Manager	TITLE	
DATE	2-10-22	DATE	

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant..

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any

hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of $50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

(g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

20. RETAINER

Client agrees to deposit the sum of _____ $_____ as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
14.a

Subject:
For Possible Action: Approve the Fernley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 to T&T Lawns Plus for $7,900.00.

Summary:
Facilities requested bids for landscape maintenance for the Fernley area, Yerington area and Smith Valley area. The request allowed bidders to submit proposals on one, two or three of the areas. The county reserved the right to award the contracts separately by area. T and T lawns Plus is the County's choice for the Fernley Area.

Facilities recommends that the Board approve the Fernley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 for in the amount of $7,900.00 to T and T Lawns Plus.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval as presented

Recommendation:
Motion to approve the landscape contract for the Fernley area for the period of Mar 4, 2022 to November 30, 2022 to T&T Lawns Plus for $7,900.00.

ATTACHMENTS

- - Notice to Bidders 2022
- - Landscape bid breakdown 2022
- - Fernley Landscape Contract with T&T Lawns 2022

LYON COUNTY
FACILITIES DEPARTMENT

Buildings & Grounds

Services & Maintenance

18 Highway 95A North
Yerington, Nevada 89447
Phone: (775)463-6551 **Fax:** (775)463-6555

Douglas Homestead
Director

Nathan Bake
Building & Grounds
Supervisor-South

Judge Smith
Parks, Building & Grounds
Supervisor-North

Steffanie Robinson
Custodial Supervisor

To: All Landscape Contractors

From: Douglas Homestead, Lyon County Facility Director

RE: Lyon County needs for landscape service

Date: January 24, 2022

Lyon County Facilities/Parks Department is looking for proposals from landscaping contractors for 3 areas of the County:

1. PROPOSAL A – FERNLEY AREA
2. PROPOSAL B – SMITH VALLEY AREA
3. PROPOSAL C – YERINGTON AREA

Attached are the proposals for each area. **The contractor may bid on one, two or all three areas.** After evaluating the submitted bids, **the County may select the bids for each area separately.** The landscaping contracts are for **a nine (9) month period** from March 1st to November 30th of 2022. Please review the proposals that are attached. If you have any questions or want to make an appointment to look at the scope of work, please contact me. Thank you for your interest in our landscaping needs. Please have proposals in by February 16th at 3:00pm.

Sincerely,

Doug Homestead, Facilities Director
dhomestead@lyon-county.org
775-463-6551 Ext. 1228 or cell 775-781-0851

Landscape Proposals
for 2022

Landscape Contractor	Fernley Proposal A	Smith Valley Proposal B	Yerington Proposal C	
T&T Lawns Plus	$ 7,920.00	$ 31,361.00	$ 39,132.00	
Ledezma-Aguilar	$ 21,600.00	Did not bid	Did not bid	
Class Act Maintenance	$ 16,560.00	$ 21,300.00	$ 37,125.00	
Contract will run from March 1, 2022 to November 30, 2022				

LANDSCAPE-FERNLEY AREA

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Lyon County, a political subdivision of the State of Nevada,
Acting By and Through Its

Board of County Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

And

T&T Lawns Plus
PO BOX 1740
Sparks, NV 89432
Phone: (775) 424-4168 • Fax: (775)
(NAME, ADDRESS, PHONE, FACSIMILE NUMBER FEDERAL I.D. NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 244.1505 and NRS 244.320 authorizes counties to contract, subject to the approval of the board of county commissioners, for services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of Lyon County, a political subdivision of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Lyon County Board of County Commissioners.

2. DEFINITIONS. "County" means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. The County and the Independent Contractor are also referred to as "parties" in this Contract.

3. CONTRACT TERM. This Contract shall be effective from March 4, 2022, subject to approval by the Lyon County Board of County Commission (anticipated to be March 3, 2022), and expire on November 30, 2022 unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: All work will be done as per "**Landscape Maintenance Scope of Work-Fernley area**" prepared by Lyon County Facilities Department.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of **$7,920.00** not to exceed **$7,9200.00**. The County does not agree to reimburse

Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor 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

ii. 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 Contractor 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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the 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

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. 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;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. 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.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS 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 County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. 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 the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the 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, Contractor 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. 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 the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. 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 the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required: **$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***

i. Minimum Limit required: **$ N/A** Each Claim.
ii. Retroactive date: Prior to commencement of the performance of the contract.
iii. Discovery period: Three (3) years after termination date of contract.
iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***

i. May be used to achieve the above minimum liability limits.
ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***

i. Minimum Limit required: **$ N/A** Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

h. ***Performance Security***

i. Amount required: **$ N/A**

ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.

iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.

iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***

i. Amount required: **$ N/A**

ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.

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

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

v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically

agreed to by the County. Such County approval shall not relieve Contractor 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 the Lyon County Risk Manager and/or County Manager.

vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, 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 mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. 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

2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection a above.

iii. 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.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor'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 Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the 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.

19. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. 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 State, such offending portion of the assignment shall be void, and shall be a breach

of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor 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.

b. Contractor 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.

c. Contractor 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.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local 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:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor 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 set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. 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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the

State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements 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 the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

T&T LAWNS PLUS — 2/18/2022

Independent Contractor's Signature — Date

OWNER

Independent Contractor's Title

, FACILITIES Dir. — 2/24/22

Authorized Representative — Date
Lyon County

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman — Date
Board of County Commissioners
Lyon County

REVIEWED AS TO FORM ONLY

District Attorney — Date

Legal Counsel for Independent Contractor — Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager — Date

Lyon County Landscape Maintenance
Scope of Work – FERNLEY AREA

This contract would include landscaping at the facilities owned by Lyon County located in **FERNLEY**. Service period for this contract would be March 1st to November 30th. Contractor shall have all licenses including City, County and State Licenses. Such licenses shall include: business licenses, contractor, nursery, and commercial pesticide applicator licenses. Contractor shall provide proof of workers' compensation coverage. Contractor shall have Commercial General Liability Insurance with the following minimum limits:

$2,000,000.00: General Aggregate
$1,000,000.00: Product & Completed Operations Aggregate
$1,000,000.00: Personal and Aggregate Injury
$1,000,000.00: Each Occurrence
$1,000,000.00: Business Automobile Liability/each occurrence

Contractor shall furnish all labor, materials, and equipment necessary to provide quality, professional landscape service for the nine month period through the use of qualified, trained personnel using methods recognized and accepted as standards in the industry. The contractor will provide turf care, plant care, fertilization, chemical weed control and any other items outlined. Contractor will monitor, on a regular basis, the health of all plant material and make recommendations to Lyon County.

Mowing: All turf areas will be mowed weekly, or as needed during the growing season. Mowing height will be determined by County to provide optimum growing conditions. Frequency of mowing will vary in spring and fall due to seasonal weather conditions. Approximately 35 cuts per year will be performed on turf. If conditions require additional cuts these will be included. Excessive clippings shall be removed from property. Removal of trash, bottles, rocks, etc. from the lawn areas will be conducted before any mowing takes place.

Damage caused by the contractor to sprinkler heads will be replaced at the contractor's expense. The contractor is responsible to report any discovered damage not caused by them to the County. The County will be responsible to make those repairs.

Fertilization and weed control: All turf areas will be fertilized a minimum of 3 times per year using a quality, well balanced fertilizer. Fertilizing will typically occur once in spring, summer and fall. Schedule of fertilizations will be coordinated with Lyon County Facilities Department.

Aeration & Dethatching: All turf areas will be aerated with a core aerator once per season in the spring.

Weed Control: All turf areas will be treated with a combination granule treatment, and sprayed for the control of broadleaf weeds a minimum of twice per year and as needed with a spot sprayer. The cost will be included in this contract. Schedule of fertilizations will be coordinated with Lyon County Facilities Department.

Leaf removal: All leaves will be removed from property in the late fall. Leaves will be removed from all bed areas and turf areas.

Bidder: _____ TJT LAWNS PLUS LLC.

PROPOSAL A - FERNLEY AREA

Trimming: All areas inaccessible to mowing equipment will be trimmed as needed on a weekly basis to maintain neat, well-groomed appearance. Contractor will use approved growth regulators around fences, trees and other obstacles that may be damaged by repeated use of string trimmers.

Edging: Edging of sidewalks, curbs, decks and other areas will be done on a bi-weekly basis through the use of a steal bladed edger. Remove debris resulting from edging.

Bed Care: All bed areas will be kept free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Effort will be made to control grasses and weeds from growing into bushes and shrubs.

Tree & Shrub Care: Contractor shall prune the trees and shrubs on a regular bases to maintain a well-manicured look.

Contractor is responsible to notify the County if the watering cycles or times need to be increased or decreased.

The contractor is expected to be available, via phone, to respond to emergencies which may arise. Contractor is entitled to be compensated for emergency callouts. Contractor is responsible for damages caused by their workforce.

Contractor's employees shall conduct themselves in a professional manner at all times. Contractor is expected to provide adequate supervision. Experienced and qualified personnel will be used for specialized tasks such as pruning, and irrigation repair and pesticide application.

Lawn/Grounds keeping Pricing

Fernley

Lyon County Justice Complex – 565 E. Main St., Fernley	$ 460	/month
Lyon County Library Fernley-575 Silver lace Blvd., Fernley	$ 300	/month
Lyon County Senior Center Fernley – 105 Lois Ln., Fernley	$ 180	/month
Total for services & materials	$ 880	/month

Total of Contract: 9 months $ 7,920 /Total

Any questions, please contact Facilities Director Doug Homestead at (Office) 775-463-6551 x1228 or (Cell) 775-781-0851.

Bidder: TJT LAWNS PLUS **Signature:**

Address: 1630 PITTMAN AVE **Date:** 2/3/2022

City, St, Zip: SPARKS, NV 89431

775-544-9358

JTC TTLAWNSPLUS.COM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2022

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

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

PRODUCER
L/P Insurance Services LLC
11149 Brockway Road, Suite 101
Truckee CA 96161

CONTACT NAME: Catherine Love
PHONE (A/C, No, Ext): (530) 563-2209 **FAX (A/C, No):** (530) 563-2210
E-MAIL ADDRESS: catherine.love@lpins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Insurance Compan	24074
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
T & T Lawns Plus LLC
PO Box 1740
Sparks NV 89432

COVERAGES **CERTIFICATE NUMBER:** CL2172845350 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BKS58901365	08/03/2021	08/03/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS58901365	08/03/2021	08/03/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO58901365	08/03/2021	08/03/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below							$
							[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When Named Insureds operations are performed for Lyon County pursuant to a valid written contract or agreement executed by Named Insured prior to loss. In accordance with the policies listed above: Additional Insured Status is determined by attached GL Form #CG8810 04-13 (pg 3&4of8), attached Auto Form #AC8501 061(pg 2of7); Waiver of Subrogation Status is determined by attached GL Form # CG8810 04-13(pg 8of8), attached Auto Form #AC8501 0618(pg 7of7); Primary and Non-Contributory Status is determined by attached GL Form # CG8810 04-13(pg 5of8), attached Auto Form # AC8501 0618(pg 7of7). 30 Day Notice of Cancellation, 10 Day Notice for non-payment determined by attached Package Policy Form #CL0100 03 99.

CERTIFICATE HOLDER
Lyon County
27 S. Main Street
Yerington NV 89447

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

AUTHORIZED REPRESENTATIVE
Catherine Love

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
T & T Lawns Plus LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 1740

Requester's name and address (optional)

6 City, state, and ZIP code
Sparks, NV 89432

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[9][0] - [1][1][3][4][1][1][9]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 2.18.22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
14.b

Subject:
For Possible Action: Approve the Yerington area landscape contract for the period of Mar 4, 2022 to November 30, 2022 in the amount of $37,125.00 to Class Act Maintenance.

Summary:
Facilities requested bids for landscape maintenance for the Fernley area, Yerington area and Smith Valley area. The request allowed bidders to submit proposals on one, two or three of the areas. The county reserved the right to award the contracts separately by area. Class Act Maintenance is the County's choice for the Yerington Area.

Facilities approve the Yerington area landscape contract for the period of Mar 4, 2022 to November 30, 2022 for in the amount of $37,125.00 to Class Act Maintenance.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval as presented

Recommendation:
Motion to approve the Yerington area landscape contract for the period of Mar 4, 2022 to November 30, 2022 in the amount of $37,125.00 to Class Act Maintenance.

ATTACHMENTS

- - Notice to Bidders 2022
- - Landscape bid breakdown 2022
- - Yerington Landscape Contract with Class Act 2022

LYON COUNTY
FACILITIES DEPARTMENT

Buildings & Grounds

Services & Maintenance

18 Highway 95A North
Yerington, Nevada 89447
Phone: (775)463-6551 **Fax:** (775)463-6555

Douglas Homestead
Director

Nathan Bake
Building & Grounds
Supervisor-South

Judge Smith
Parks, Building & Grounds
Supervisor-North

Steffanie Robinson
Custodial Supervisor

To: All Landscape Contractors

From: Douglas Homestead, Lyon County Facility Director

RE: Lyon County needs for landscape service

Date: January 24, 2022

Lyon County Facilities/Parks Department is looking for proposals from landscaping contractors for 3 areas of the County:

1. PROPOSAL A – FERNLEY AREA
2. PROPOSAL B – SMITH VALLEY AREA
3. PROPOSAL C – YERINGTON AREA

Attached are the proposals for each area. **The contractor may bid on one, two or all three areas.** After evaluating the submitted bids, **the County may select the bids for each area separately.** The landscaping contracts are for **a nine (9) month period** from March 1st to November 30th of 2022. Please review the proposals that are attached. If you have any questions or want to make an appointment to look at the scope of work, please contact me. Thank you for your interest in our landscaping needs. Please have proposals in by February 16th at 3:00pm.

Sincerely,

Doug Homestead, Facilities Director
dhomestead@lyon-county.org
775-463-6551 Ext. 1228 or cell 775-781-0851

Landscape Proposals
for 2022

Landscape Contractor	Fernley Proposal A	Smith Valley Proposal B	Yerington Proposal C	
T&T Lawns Plus	$ 7,920.00	$ 31,361.00	$ 39,132.00	
Ledezma-Aguilar	$ 21,600.00	Did not bid	Did not bid	
Class Act Maintenance	$ 16,560.00	$ 21,300.00	$ 37,125.00	
Contract will run from March 1, 2022 to November 30, 2022				

LANDSCAPE-YERINGTON AREA

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Lyon County, a political subdivision of the State of Nevada,
Acting By and Through Its

Board of County Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

And

CLASS ACT MAINTENANCE
330 2nd Ave, Mason
Yerington, NV 89447
Phone: (775) 508-3043
(NAME, ADDRESS, PHONE, FACSIMILE NUMBER FEDERAL I.D. NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 244.1505 and NRS 244.320 authorizes counties to contract, subject to the approval of the board of county commissioners, for services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of Lyon County, a political subdivision of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Lyon County Board of County Commissioners.

2. DEFINITIONS. "County" means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. The County and the Independent Contractor are also referred to as "parties" in this Contract.

3. CONTRACT TERM. This Contract shall be effective from March 4, 2022, subject to approval by the Lyon County Board of County Commission (anticipated to be March 3, 2022), and expire on November 30, 2022 unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: All work will be done as per "**Landscape Maintenance Scope of Work-Yerington**" prepared by Lyon County Facilities Department.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of **$37,125.00** not to exceed **$37,125.00**. The County does not agree to reimburse

Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor 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

ii. 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 Contractor 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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the 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

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. 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;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. 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.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS 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 County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. 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 the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the 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, Contractor 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. 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 the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. 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 the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required: **$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***

i. Minimum Limit required: **$ N/A** Each Claim.
ii. Retroactive date: Prior to commencement of the performance of the contract.
iii. Discovery period: Three (3) years after termination date of contract.
iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***

i. May be used to achieve the above minimum liability limits.
ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***

i. Minimum Limit required: **$ N/A** Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

h. ***Performance Security***

i. Amount required: **$ N/A**

ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.

iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.

iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***

i. Amount required: **$ N/A**

ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.

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

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

v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically

agreed to by the County. Such County approval shall not relieve Contractor 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 the Lyon County Risk Manager and/or County Manager.

vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, 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 mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. 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

2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection a above.

iii. 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.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor'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 Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the 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.

19. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. 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 State, such offending portion of the assignment shall be void, and shall be a breach

of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor 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.

b. Contractor 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.

c. Contractor 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.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local 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:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor 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 set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. 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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the

State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements 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 the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

[signature]	2/24/22
Independent Contractor's Signature	Date
Owner	
Independent Contractor's Title	
[signature] FACILITIES Dir	2/24/22
Authorized Representative Lyon County	Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman Board of County Commissioners Lyon County	Date

REVIEWED AS TO FORM ONLY

District Attorney	Date
Legal Counsel for Independent Contractor	Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager	Date

PROPOSAL C - YERINGTON

Lyon County Landscape Maintenance
Scope of Work –YERINGTON AREA

This contract would include landscaping at the facilities owned by Lyon County located in **Yerington**. Service period for this contract would be March 1st to November 30th. Contractor shall have all licenses including City, County and State Licenses. Such licenses shall include: business licenses, contractor, nursery, and commercial pesticide applicator licenses. Contractor shall provide proof of workers' compensation coverage. Contractor shall have Commercial General Liability Insurance with the following minimum limits:

$2,000,000.00: General Aggregate
$1,000,000.00: Product & Completed Operations Aggregate
$1,000,000.00: Personal and Aggregate Injury
$1,000,000.00: Each Occurrence
$1,000,000.00: Business Automobile Liability/each occurrence

Contractor shall furnish all labor, materials, and equipment necessary to provide quality, professional landscape service for the nine month period through the use of qualified, trained personnel using methods recognized and accepted as standards in the industry. The contractor will provide turf care, plant care, fertilization, chemical weed control and any other items outlined. Contractor will monitor, on a regular basis, the health of all plant material and make recommendations to Lyon County.

Mowing: All turf areas will be mowed weekly, or as needed during the growing season. Mowing height will be determined by County to provide optimum growing conditions. Frequency of mowing will vary in spring and fall due to seasonal weather conditions. Approximately 35 cuts per year will be performed on turf. If conditions require additional cuts these will be included. Excessive clippings shall be removed from property. Removal of trash, bottles, rocks, etc. from the lawn areas will be conducted before any mowing takes place.

Damage caused by the contractor to sprinkler heads will be replaced at the contractor's expense. The contractor is responsible to report any discovered damage not caused by them to the County. The County will be responsible to make those repairs.

Fertilization and weed control: All turf areas will be fertilized a minimum of 3 times per year using a quality, well balanced fertilizer. Fertilizing will typically occur once in spring, summer and fall. Schedule of fertilizations will be coordinated with Lyon County Facilities Department.

Aeration & Dethatching: All turf areas will be aerated with a core aerator once per season in the spring.

Weed Control: All turf areas will be treated with a combination granule treatment, and sprayed for the control of broadleaf weeds a minimum of twice per year and as needed with a spot sprayer. The cost will be included in this contract. Schedule of fertilizations will be coordinated with Lyon County Facilities Department.

Leaf removal: All leaves will be removed from property in the late fall. Leaves will be removed from all bed areas and turf areas.

Bidder: Class Act Maintenance
Scott Keating

PROPOSAL C - YERINGTON

Trimming: All areas inaccessible to mowing equipment will be trimmed as needed on a weekly basis to maintain neat, well-groomed appearance. Contractor will use approved growth regulators around fences, trees and other obstacles that may be damaged by repeated use of string trimmers.

Edging: Edging of sidewalks, curbs, decks and other areas will be done on a bi-weekly basis through the use of a steal bladed edger. Remove debris resulting from edging.

Bed Care: All bed areas will be kept free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Effort will be made to control grasses and weeds from growing into bushes and shrubs.

Tree & Shrub Care: Contractor shall prune the trees and shrubs on a regular bases to maintain a well-manicured look.

Contractor is responsible to notify the County if the watering cycles or times need to be increased or decreased.

The contractor is expected to be available, via phone, to respond to emergencies which may arise. Contractor is entitled to be compensated for emergency callouts. Contractor is responsible for damages caused by their workforce.

Contractor's employees shall conduct themselves in a professional manner at all times. Contractor is expected to provide adequate supervision. Experienced and qualified personnel will be used for specialized tasks such as pruning, and irrigation repair and pesticide application.

Lawn/Grounds keeping Pricing

Yerington

LC Administration Building – 27 S. Main St., Yerington	$ 825.00	/month
LC Justice Complex – 911 Harvey Ln., Yerington	$ 430.00	/month
LC Library – 20 Nevin way, Yerington	$ 884.00	/month
LC Hwy 95A Rest Stop – Hwy 95A N., Yerington	$ 650.00	/month
LC Fairgrounds Turf (2 locations) – 100 Hwy 95A East, Yerington	$ 1025.00	/month
Total for services & materials	$ 4125.00	/month

Total of Contract: 9 months $ 37,125.00 /Total

Any questions, please contact Facilities Director Doug Homestead at (Office) 775-463-6551 x1228 or (Cell) 775-781-0851.

Bidder: Class Act Maintenance **Signature:** Scott Hatting

Address: 330 2nd Ave **Date:** 2/14/22

City, St, Zip: Yerington, NV 89447

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2022

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

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

PRODUCER 775-463-3377 775-463-2473 SCHREIBER AGENCY PO Box 6 Gadesden AL 35902	**CONTACT NAME:** James Schreiber **PHONE (A/C, No, Ext):** 775-463-3377 **FAX (A/C, No):** 775-463-2473 **E-MAIL ADDRESS:** jschreiber@farmersagent.com
INSURED CLASS ACT MAINTENANCE / SCOTT KATTNIG 330 2ND AVE YERINGTON NV, 89447	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : MID CENTURY INSURANCE — 21687 INSURER B : FARMERS INSURANCE EXCHANGE — 21652 INSURER C : TRUCK INSURANCE EXCHANGE — 21709 INSURER D : MARKEL — 27995 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC OTHER:			605911767	09/02/2021	09/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MARKEL	09/15/2021	09/15/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CLASS ACT MAINTENANCE / SCOTT KATTNIG

330 2ND AVE
YERINGTON NV, 89447

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Schreiber

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2022

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

PRODUCER

Philip Bennett(670382P)
113 N Main St

Yerington NV 89447-2232

CONTACT NAME: Philip A. Bennett

PHONE (A/C, NO, EXT): 775-463-3377 **FAX (A/C, NO):** 775-463-2473

E-MAIL ADDRESS: pbennett@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

D. SCOTT KATTNIG
330 2ND AVE

YERINGTON NV 89447

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PROJECT [ ] LOC [ ] OTHER:	Y	N	605911767	09/02/2021	09/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
330 2ND AVE, YERINGTON, NV 89447

CERTIFICATE HOLDER

Lyon County, Nevada
27 S. Main St.
Yerington, NV 89447

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Philip A. Bennett

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
14.c

Subject:
For Possible Action: Approve the Smith Valley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 in the amount of $21,200.00 to Class Act Maintenance.

Summary:
Facilities requested bids for landscape maintenance for the Fernley area, Yerington area and Smith Valley area. The request allowed bidders to submit proposals on one, two or three of the areas. The county reserved the right to award the contracts separately by area. Class Act Maintenance is the County's choice for the Smith Valley Area.

Approve the Smith Valley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 for in the amount of $21,200.00 to Class Act Maintenance.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval

Recommendation:
Motion to approve the Smith Valley area landscape contract for the period of Mar 4, 2022 to November 30, 2022 for in the amount of $21,200.00 to Class Act Maintenance.

ATTACHMENTS
- - Notice to Bidders 2022
- - Landscape bid breakdown 2022
- - Smith Valley Landscape Contract with Class Act 2022

LYON COUNTY
FACILITIES DEPARTMENT

Buildings & Grounds

Services & Maintenance

18 Highway 95A North
Yerington, Nevada 89447
Phone: (775)463-6551 **Fax:** (775)463-6555

Douglas Homestead
Director

Nathan Bake
Building & Grounds
Supervisor-South

Judge Smith
Parks, Building & Grounds
Supervisor-North

Steffanie Robinson
Custodial Supervisor

To: All Landscape Contractors

From: Douglas Homestead, Lyon County Facility Director

RE: Lyon County needs for landscape service

Date: January 24, 2022

Lyon County Facilities/Parks Department is looking for proposals from landscaping contractors for 3 areas of the County:

1. PROPOSAL A – FERNLEY AREA
2. PROPOSAL B – SMITH VALLEY AREA
3. PROPOSAL C – YERINGTON AREA

Attached are the proposals for each area. **The contractor may bid on one, two or all three areas.** After evaluating the submitted bids, **the County may select the bids for each area separately.** The landscaping contracts are for **a nine (9) month period** from March 1st to November 30th of 2022. Please review the proposals that are attached. If you have any questions or want to make an appointment to look at the scope of work, please contact me. Thank you for your interest in our landscaping needs. Please have proposals in by February 16th at 3:00pm.

Sincerely,

Doug Homestead, Facilities Director
dhomestead@lyon-county.org
775-463-6551 Ext. 1228 or cell 775-781-0851

Landscape Proposals
for 2022

Landscape Contractor	Fernley Proposal A	Smith Valley Proposal B	Yerington Proposal C	
T&T Lawns Plus	$ 7,920.00	$ 31,361.00	$ 39,132.00	
Ledezma-Aguilar	$ 21,600.00	Did not bid	Did not bid	
Class Act Maintenance	$ 16,560.00	$ 21,300.00	$ 37,125.00	
Contract will run from March 1, 2022 to November 30, 2022				

LANDSCAPE-SMITH VALLEY AREA

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Lyon County, a political subdivision of the State of Nevada,
Acting By and Through Its

Board of County Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

And

CLASS ACT MAINTENANCE
330 2nd Ave, Mason
Yerington, NV 89447
Phone: (775) 508-3043
(NAME, ADDRESS, PHONE, FACSIMILE NUMBER FEDERAL I.D. NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 244.1505 and NRS 244.320 authorizes counties to contract, subject to the approval of the board of county commissioners, for services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of Lyon County, a political subdivision of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Lyon County Board of County Commissioners.

2. DEFINITIONS. "County" means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. The County and the Independent Contractor are also referred to as "parties" in this Contract.

3. CONTRACT TERM. This Contract shall be effective from March 4, 2022, subject to approval by the Lyon County Board of County Commission (anticipated to be March 3, 2022), and expire on November 30, 2022 unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of default, or without cause upon the other party. 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 with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: All work will be done as per "**Landscape Maintenance Scope of Work-Smith Valley**" prepared by Lyon County Facilities Department.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of **$21,300.00** not to exceed **$21,300.00**. The County does not agree to reimburse

Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor 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

ii. 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 Contractor 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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the 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

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. 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;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. 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.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS 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 County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. 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 the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable

attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the 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, Contractor 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. 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 the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. 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 the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00 General Aggregate
$1,000,000.00 Products & Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury
$1,000,000.00 Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required: **$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***

i. Minimum Limit required: **$ N/A** Each Claim.
ii. Retroactive date: Prior to commencement of the performance of the contract.
iii. Discovery period: Three (3) years after termination date of contract.
iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***

i. May be used to achieve the above minimum liability limits.
ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***

i. Minimum Limit required: **$ N/A** Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

h. ***Performance Security***

i. Amount required: **$ N/A**

ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.

iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.

iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***

i. Amount required: **$ N/A**

ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.

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

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

v. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically

agreed to by the County. Such County approval shall not relieve Contractor 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 the Lyon County Risk Manager and/or County Manager.

vi. Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, 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 mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. 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

2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection a above.

iii. 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.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor'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 Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the 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.

19. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. 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 State, such offending portion of the assignment shall be void, and shall be a breach

of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor 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.

b. Contractor 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.

c. Contractor 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.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local 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:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor 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 set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. 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. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the

State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements 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 the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

x ~~D~~ Kathy	x 2/24/22
Independent Contractor's Signature	Date
x Owner	
Independent Contractor's Title	
, FACILITIES Dir	2/24/22
Authorized Representative Lyon County	Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman Board of County Commissioners Lyon County	Date

REVIEWED AS TO FORM ONLY

District Attorney	Date
Legal Counsel for Independent Contractor	Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager	Date

PROPOSAL B – SMITH VALLEY

Lyon County Landscape Maintenance
Scope of Work – SMITH VALLEY

This contract would include **Dressler Park in Smith Valley** which lay within Lyon County. Service period for this contract would be March 1st to November 30th. Contractor shall have all licenses including City, County and State Licenses. Such licenses shall include: business licenses, contractor, nursery, and commercial pesticide applicator licenses. Contractor shall provide proof of workers' compensation coverage. Contractor shall have Commercial General Liability Insurance with the following minimum limits:

$2,000,000.00: General Aggregate
$1,000,000.00: Product & Completed Operations Aggregate
$1,000,000.00: Personal and Aggregate Injury
$1,000,000.00: Each Occurrence
$1,000,000.00: Business Automobile Liability/each occurrence

Contractor shall furnish all labor, materials, and equipment necessary to provide quality, professional landscape service for the nine month period through the use of qualified, trained personnel using methods recognized and accepted as standards in the industry. The contractor will provide turf care, plant care, fertilization, chemical weed control and any other items outlined. Contractor will monitor, on a regular basis, the health of all plant material and make recommendations to Lyon County.

Mowing: All turf areas will be mowed weekly, or as needed during the growing season. Mowing height will be determined by County to provide optimum growing conditions. Frequency of mowing will vary in spring and fall due to seasonal weather conditions. Approximately 35 cuts per year will be performed on turf. If conditions require additional cuts these will be included. Excessive clippings shall be removed from property. Removal of trash, bottles, rocks, etc. from the lawn areas will be conducted before any mowing takes place.

Damage caused by the contractor to sprinkler heads will be replaced at the contractor's expense. The contractor is responsible to report any discovered damage not caused by them to the County. The County will be responsible to make those repairs.

Fertilization and weed control: All turf areas will be fertilized a minimum of 3 times per year using a quality, well balanced fertilizer. Fertilizing will typically occur once in spring, summer and fall. Schedule of fertilizations will be coordinated with Lyon County Facilities Department.

Aeration & Dethatching: All turf areas will be aerated with a core aerator once per season in the spring. Athletic fields are to be aerated after the playing season is completed for the year

Weed Control: All turf areas will be treated with a combination granule treatment, and sprayed for the control of broadleaf weeds a minimum of twice per year and as needed with a spot sprayer. The cost will be included in this contract. Schedule of fertilizations will be coordinated with Lyon County Facilities Department.

Leaf removal: All leaves will be removed from property in the late fall. Leaves will be removed from all bed areas and turf areas.

Bidder: Class Act Maintenance
Dustin Hatton

PROPOSAL B – SMITH VALLEY

Trimming: All areas inaccessible to mowing equipment will be trimmed as needed on a weekly basis to maintain neat, well-groomed appearance. Contractor will use approved growth regulators around fences, trees and other obstacles that may be damaged by repeated use of string trimmers.

Edging: Edging of sidewalks, curbs, decks and other areas will be done on a bi-weekly basis through the use of a steal bladed edger. Remove debris resulting from edging.

Bed Care: All bed areas will be kept free of weeds by means of chemical control, mechanical cultivation, and hand weeding as necessary. Effort will be made to control grasses and weeds from growing into bushes and shrubs.

Tree & Shrub Care: Contractor shall prune the trees and shrubs on a regular bases to maintain a well-manicured look.

Contractor is responsible to notify the County if the watering cycles or times need to be increased or decreased.

The contractor is expected to be available, via phone, to respond to emergencies which may arise. Contractor is entitled to be compensated for emergency callouts. Contractor is responsible for damages caused by their workforce.

Contractor's employees shall conduct themselves in a professional manner at all times. Contractor is expected to provide adequate supervision. Experienced and qualified personnel will be used for specialized tasks such as pruning, and irrigation repair and pesticide application.

Lawn/Grounds keeping Pricing

Smith Valley
Dressler Park – 2715 Hwy 208, Smith Valley $ 2,300.00 /month

Total for services & materials $ 2900.00 /month

Total of Contract: 9 months $ 21,300.00 /Total

Any questions, please contact Facilities Director Doug Homestead at (Office) 775-463-6551 x1228 or (Cell) 775-781-0851.

Bidder: Class Act Maintenance **Signature:** [signature]
Address: 330 2nd Ave **Date:** 2/14/22
City, St, Zip: Yerington, NV 89447

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/18/2022

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

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

PRODUCER 775-463-3377 775-463-2473 SCHREIBER AGENCY PO Box 6 Gadesden AL 35902	**CONTACT NAME:** James Schreiber **PHONE (A/C, No, Ext):** 775-463-3377 **FAX (A/C, No):** 775-463-2473 **E-MAIL ADDRESS:** jschreiber@farmersagent.com
INSURED CLASS ACT MAINTENANCE / SCOTT KATTNIG 330 2ND AVE YERINGTON NV, 89447	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** MID CENTURY INSURANCE — 21687 **INSURER B :** FARMERS INSURANCE EXCHANGE — 21652 **INSURER C :** TRUCK INSURANCE EXCHANGE — 21709 **INSURER D :** MARKEL — 27995 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✔ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✔ POLICY ☐ PRO-JECT ☐ LOC OTHER:			605911767	09/02/2021	09/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MARKEL	09/15/2021	09/15/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CLASS ACT MAINTENANCE / SCOTT KATTNIG

330 2ND AVE
YERINGTON NV, 89447

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Schreiber

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/18/2022

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

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

PRODUCER

Philip Bennett(670382P)
113 N Main St

Yerington NV 89447-2232

CONTACT NAME: Philip A. Bennett

PHONE (A/C, NO, EXT): 775-463-3377

FAX (A/C, NO): 775-463-2473

E-MAIL ADDRESS: pbennett@farmersagent.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Truck Insurance Exchange	21709
INSURER B:	Farmers Insurance Exchange	21652
INSURER C:	Mid Century Insurance Company	21687
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

D. SCOTT KATTNIG
330 2ND AVE

YERINGTON NV 89447

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PROJECT [ ] LOC [ ] OTHER:	Y	N	605911767	09/02/2021	09/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea Occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		N				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
330 2ND AVE, YERINGTON, NV 89447

CERTIFICATE HOLDER

Lyon County, Nevada
27 S. Main St.
Yerington, NV 89447

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Philip A. Bennett

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
15.a

Subject:
For Possible Action: Vidler Water Company, Inc. – River Ranch Merger & Re-subdivision/Tentative Subdivision Map – Request for a merger & re-subdivision/tentative subdivision map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately 83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River, Dayton, NV (APN 016-022-19; 016-022-31; and 016-022-32) PLZ-2021-116.

Summary:
Staff has compiled backup information for the aforementioned application. However, there is a letter of request from the applicant for a continuance. Staff recommends continuing the agenda item to the April 7, 2022 Board of Commissioners meeting as requested by the property owner/applicant attached staff report.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval of continuance request.

Recommendation:
I move to continue the agenda item Vidler Water Company, Inc. – River Ranch Merger & Re-subdivision/Tentative Subdivision Map to the April 7, 2022 Board of Commissioners meeting as requested by the property owner/applicant.

ATTACHMENTS
- - River Ranch Continuance Request Letter
- - Staff Report

VIDLER
WATER. QUALITY. LIFE.

February 22, 2022

Mr. Rob Pyzel
Senior Planner
Lyon County Planning Department
27 S. Main St.
Yerington, NV 89447

Via email

Subject: River Ranch Merger & Re-subdivision/Tentative Subdivision Map – Continuance Request

Dear Mr. Pyzel:

Please continue the above referenced submittal until the April 7,2022 Board of Commissioners meeting to allow us to address the concerns brought forward during the Planning Commission meeting.

Should you have any questions please call at 775-885-5000 x 102.

Sincerely,

David A. Merrill , P.E.
Vice President, Project Engineering

C: Karen Downs, Manhard

3480 GS Richards Boulevard, Suite 101 • Carson City, NV 89703 • 775-885-5000 • Fax: 775-885-5005

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
YERINGTON, NEVADA 89447
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34 LAKES BOULEVARD
DAYTON, NEVADA 89403
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PLANNING COMMISSIONREPORT & ACTION

PLZ-2021-166	Merger & Re-subdivision/Tentative Subdivision Map – River Ranch
Meeting Date:	March 3, 2022
Owner:	Vidler Water Company
Applicant:	Property Owner
Area Location:	Dayton
Parcel Numbers:	(APN) 016-022-19/-31/-32
Current Zoning:	RR-1 (First Rural Residential – 1 acre minimum)
Existing Master Plan:	Suburban Residential/Planning Incentive Overlay (Suburban Character)
Flood Zone:	X-Unshaded; X-Shaded; AE and AE/Floodway
Case Planner:	Rob Pyzel

Request:

The applicant requests a Merger & Re-subdivision/Tentative Subdivision Map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately 83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River and north of Belmont Lane in Dayton, NV (APN 016-022-19; 016-022-31; and 016-022-32).

Planning Commission Recommendation:

In a unanimous decision (7-0) at their February 8, 2022 meeting, the Planning Commission voted to forward a **recommendation of denial** of the proposed River Ranch Merger & Re-subdivision/Tentative Subdivision Map based on consideration of three findings regarding increasing traffic, public safety regarding the lack of a secondary access and lack of sufficient buffering with adjacent 5-acre lots.

Recommended Findings and Motion:

If the Board of Commissioners determines that they wish to deny the Riverview Ranch Merger & Re-subdivision/ Tentative Subdivision Map request, then the Board of Commissioners may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners has considered the Riverview Ranch Merger & Re-subdivision/Tentative Subdivision Map request in light of the following:

A. The information included in the application does not adequately address the Lyon County Utilities Department's concerns with regards to wellhead protection and the Nevada Division of Environmental Protection – Bureau of Safe Drinking Water concerns regarding protection of existing domestic wells in the surrounding area and the Carson River from the proposed use of individual septic systems for the 49-lot tentative subdivision map;

B. There is inadequate access and availability to public services such as schools, police protection, transportation, recreation and parks;

C. The project will have adverse impacts and does not provide adequate mitigation of adverse impacts, to existing public streets;

D. The physical characteristics of the land such as floodplain, slope and soil have been considered and provisions to adequately mitigate adverse impacts of development on the environment have not been incorporated;

Based on the aforementioned findings, the Lyon County Board of Commissioners denies the request by Vidler Water Company for a Merger & Re-subdivision/Tentative Subdivision Map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately 83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River and north of Belmont Lane in Dayton, NV (PLZ 2021-116).

ALTERNATIVES TO THE PLANNING COMMISSION RECOMMENDATION:

The alternative motions suggested below are offered for Board of Commissioners consideration.

Alternative for Continuance:

If the Board of Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the proposed Riverview Ranch Merger & Re-subdivision/ Tentative Subdivision Map, the Board of Commissioners should make appropriate findings and move to **continue** the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request. The Board of Commissioners may wish to consider a motion similar to the following:

The Board of Commissioners finds that:

A. Additional information, discussion and public review are necessary for a more thorough review of the proposed Riverview Ranch Merger & Re-subdivision/ Tentative Subdivision Map.

Based on the above finding and with the applicant's concurrence, the Lyon County Board of Commissioners continues of the request by Vidler Water Company for a Merger & Re-subdivision/Tentative Subdivision Map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately 83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River and north of Belmont Lane in Dayton, NV (PLZ 2021-116), for ___ days.

Alternative for Approval:

If the Lyon County Board of Commissioners wish to approve the River Ranch Merger & Re-Subdivision/Tentative Subdivision Map, then the Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners has considered the request by Vidler Water Company for the River Ranch Merger & Re-subdivision/Tentative Subdivision Map in light of:

A. The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in this title;

B. The tentative subdivision map conforms to public facilities and improvement standards contained in this title;

C. The tentative subdivision map conforms to the improvement and design standards contained in this title and adopted design criteria and improvement standards;

D. If applicable, that a phasing plan has been submitted and is deemed acceptable;

E. There are no delinquent taxes or assessments on the land to be subdivided, as certified by the County Treasurer;

F. The project will comply with all environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

G. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

H. There is adequate access and availability to public services such as schools, police protection, transportation, recreation and parks;

I. The project is in general conformity with the Lyon County Comprehensive Master Plan, the local community plan, if adopted, and the master plan of streets and highways;

J. The project will have no adverse impacts, or provides adequate mitigation of adverse impacts, to existing public streets;

K. The physical characteristics of the land such as floodplain, slope and soil have been considered and provisions to adequately mitigate adverse impacts of development on the environment have been incorporated;

L. The project demonstrates availability and accessibility of fire protection services, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

Based on the review of the aforementioned findings, the Lyon County Board of Commissioners approves the request by Vidler Water Company for a Merger & Re-subdivision/Tentative Subdivision Map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately 83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River and north of Belmont Lane in Dayton, NV (PLZ 2021-116) subject to the following Conditions of Approval:

1. Approval of the tentative map shall not constitute acceptance of the final map. Unless a longer time is provided in a development agreement or an agreement pursuant to Nevada Revised Statutes 278.350, **approval of the tentative map shall lapse unless a final map for the tentative map area or the first in a series of final maps for portions of the tentative map area has been approved by the Board of Commissioners and recorded within four (4) years from the date of such approval**, If the developer elects to present a successive map in a series of final maps, the final map must be approved and recorded for the initial phase within four (4) years of tentative subdivision map approval, and the final map for each subsequent phase must be approved and recorded within two (2) years following recording of the final map for the previous phase. The Board may grant a single extension of two (2) years for final map approval for each phase.
2. The developer shall comply with all Federal, State, County and special purpose district regulations.
3. The developer shall submit documentation of Nevada Division of Environmental Protection, Bureau of Water Pollution Control approval for the use of individual septic systems for the subdivision based on the information required in the NDEP-BWPC December 28, 2021 letter with the submission of a final subdivision map or first in a series of final subdivision maps for the project.
4. The developer shall submit an engineered solution that addresses the Lyon County Utilities Department (LCUD) concerns with the placement of individual septic systems within a wellhead protection area to the satisfaction of the LCUD Director with the submission of a final subdivision map or first in a series of final subdivision maps for the project.
5. The developer shall provide the proposed Covenants, Conditions and Restrictions (“CC&Rs”), landscape maintenance association/homeowners association agreements, easements and/or other legal instruments containing sufficient detail to constitute enforceable provisions necessary for operation and maintenance by the developer and his successors, and assignees as well as the individual subdivision lot property owners as the project is subdivided and the individual lots sold for all remainder parcels, common areas and storm drainage facilities (easements, channels and basins) as well as any associated landscaping within the remainder parcels, common open space lots and

storm drainage facilities and other provisions necessary for the subdivision as approved, for review by the Community Development Director, the LCUD Director, the County Engineer and District Attorney's Office. The approved legal instrument shall be signed and recorded prior to approval of a final map or first in a series of final maps for the project.

6. The developer shall submit and receive approval of a street-naming application prior to submittal of an application for a final map or first in a series of final maps. Should any requested street name(s) be denied, the Community Development Director is authorized to administratively process a request for a replacement street name(s), obtain review and comment from the fire district with jurisdiction, Road Department and any other appropriate agency, and approve a revised street name(s) without the requirement of a public hearing before the Planning Commission.
7. Before requesting a Will-Serve Letter for the final subdivision map, the developer must submit an LCUD application for water service and meet the requirements outlined in County Code, Title 9. Additionally, the developer shall submit an engineered solution to address supply redundancy to the satisfaction of the LCUD Director. The applicant shall provide written evidence (i.e. 'will-serve' letters) demonstrating that the proposed parcels are able to be served by the municipal water system prior to recordation of a final subdivision map or first in a series of final maps for this project.
8. All property taxes must be paid in full through the end of the fiscal year (June 30) and any applicable agricultural deferred taxes shall be paid in full prior to recordation of any final map.
9. The developer shall comply with the final subdivision map requirements as prescribed by NRS 278 and Title 15 of the Lyon County Code.
10. Any development proposed within the designated X-Shaded and AE flood zones will require approval of a floodplain development permit and all development within the AE flood zone will be required to submit three floodplain elevation certificates to document the development is in compliance with the development standards contained in Chapter 15.800 of the Lyon County Code.
11. Each detached single family residential dwelling unit and lot layout will need to be approved by the Central Lyon County Fire Protection District as building permits are being issued. The proposed lots that have direct contact with the wildland will be required to either provide a green belt for separation from the wildland interface or install non-combustible fencing. Lots that face interior to the wildland interface are not required to have either the green belt or the non-combustible fencing. These houses will need to comply with the Ignition Resistance Class 3 located within Chapter 5 of the IWUIC.
12. The developer shall pay the required final subdivision map recording fees.
13. No lot shall be offered for sale or sold until the final subdivision map has been approved and recorded.
14. No building permits shall be accepted for processing until a final subdivision map has been approved and recorded.
15. The developer shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Community Development Director prior to submitting the final subdivision map for recordation.
16. The developer shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Community Development Department prior to final subdivision map recordation.
17. The developer shall provide the final subdivision map or each of a series of final subdivision maps to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) pursuant to 11.05.09 of the Lyon County Code. The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.
18. The developer shall comply with County requirements, in accordance with Chapter 15.234 of the Lyon County Code, mandating that a site improvement permit(s) be obtained for any disturbance occurring on the subject site. The site improvement permit applications shall also include

documentation of approval of a Stormwater Pollution Prevention Plan ("SWPPP") with the Nevada Department of Environmental Protection (NDEP).

19. Revegetation of disturbed areas for dust control shall commence as soon as practical, but no later than the following fall season, with security bonding and temporary irrigation (if necessary) provided to ensure proper re-establishment of disturbed areas. Revegetation shall be a uniform perennial vegetative cover with a density of seventy percent (70%) of the native background vegetative cover for unpaved areas and areas not covered by permanent structures.
20. The developer shall obtain any required Air Quality Permit(s) from the (NDEP) and apply appropriate dust abatement processes as part of the development construction prior to any disturbance on the site.
21. The site improvements required by the terms of Title 15 of the Lyon County Code shall be inspected by the County as the work progresses. Such improvements shall not be started until the inspection fee, required as a prerequisite to the filing of the final map, has been paid.
22. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.
23. The developer shall comply with Lyon County requirements as set forth in the adoption of Title 15 and as set forth in Title 15 of the Lyon County Code including, but not limited to:
    a. The developer shall improve Comstock Road from the proposed t-intersection with the proposed Riverview Road south to the southern property lines of APNs 019-135-02 and 016-293-01 and the proposed Riverview Road as shown on the tentative subdivision map per the Orange Book standard (Lyon County Drawing No. L-1 (314, 319) dated 6-12) without the curb, gutter and sidewalk improvements as shown on the detail to the satisfaction of the Lyon County Road Director.
    b. The developer shall design the street alignments in compliance with AASHTO standards to the approval of the Road Superintendent;
    c. The developer shall install all required signage, striping and traffic control improvements in compliance with Nevada Department of Transportation and Lyon County requirements;
    d. The developer shall submit a detailed geotechnical report with the final map(s) for the project that includes roadway structural sections and the structural section calculations demonstrating that the proposed structural section is adequate to support the weight of the anticipated traffic;
    e. The developer shall provide a slurry seal onto the streets and roadways in compliance with the current County standards every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the rights-of-way for all streets and roadways within the subdivision; and
    f. The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County rejects the offer of dedication at this time and will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance, and
24. If the interior road (Riverview Road) is to be a private road (not maintained by Lyon County Road & Fleet Department), then the developer shall record a road maintenance agreement for the individual lot owners concurrently with the final map or first in a series of final maps for the project.
25. The developer shall create a twenty foot (20') public access and maintenance easement within the Remainder Parcels A and B that follows the alignment of the Carson River adjacent to and through the Remainder Parcels to the satisfaction of the Community Development Director and the County Engineer that allows access to the Carson River from Sutro Road for the purpose of connecting existing and proposed trails along the Carson River floodplain. The developer shall, at a minimum, install a 12-foot ADA compliant trail within the easement prior to recording a final map or first in a series of final maps for the project and after approval of appropriate improvement plans by the County Engineer.

26. The developer shall comply with Lyon County's 2018 stormwater drainage guidelines. The applicant shall demonstrate that the proposed drainage facilities will comply with the Lyon County Drainage Requirements to the satisfaction of the County Engineer and Utilities Department Director prior to recordation of the final subdivision map. Major drainage facilities shall be constructed in the first phase of development and each phase of building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases of development.

    a. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to the approval of a final subdivision map or first in a series of final maps for this project.

    b. The developer shall provide documentation that easements have been recorded to permit discharge of project-generated stormwater to all off-site properties receiving stormwater discharges prior to recordation of a final subdivision map or first in a series of final maps for this project.

    c. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the LCUD Director, and the Community Development Director that facilities necessary to protect source water from potential stormwater contamination have been designed and will be installed prior to approval of a final subdivision map or first in a series of final maps for this project.

    d. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the LCUD Director, and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge have been designed and installed prior to approval of a final subdivision map or the first in a series of final maps for this project.

    e. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the LCUD Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.

    f. Debris grates are required at the pipe inlets of the retention/detention basins.

27. The developer shall complete any and all required development improvements and facilities to the satisfaction of the Community Development Director, County Engineer, the County Road Superintendent, the LCUD Director, the Building Official, the Central Lyon County Fire Protection District Fire Chief or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to recordation of a final subdivision map or first in a series of final maps for this project. There may be temporary restrictions to obtaining building permits even with an acceptable security instrument depending on the County's approval of the various systems. All facility construction shall be completed/installed to satisfaction of the Community Development Director, the Building Official, the County Engineer, the County Road Superintendent, the LCUD Director, the Facilities Department Director, the Central Lyon County Fire Protection District Fire Chief, their respective designees or other authorized County personnel, as applicable prior to the issuance of a Certificate of Occupancy will be allowed in a single family residence for this project or if done in phases, that portion of the project.

28. The developer shall comply with all applicable building and fire code requirements.

29. The water system must meet the requirements of the LCUD and Central Lyon County Fire Protection District and be constructed in accordance with the following:

    a. The location of fire hydrants shall be determined by the Central Lyon County Fire Protection District.

    b. A minimum required fire flow is required for each fire hydrant as directed by the Central Lyon County Fire Protection District.

    c. Prior to any combustible materials being brought on site the following shall occur:

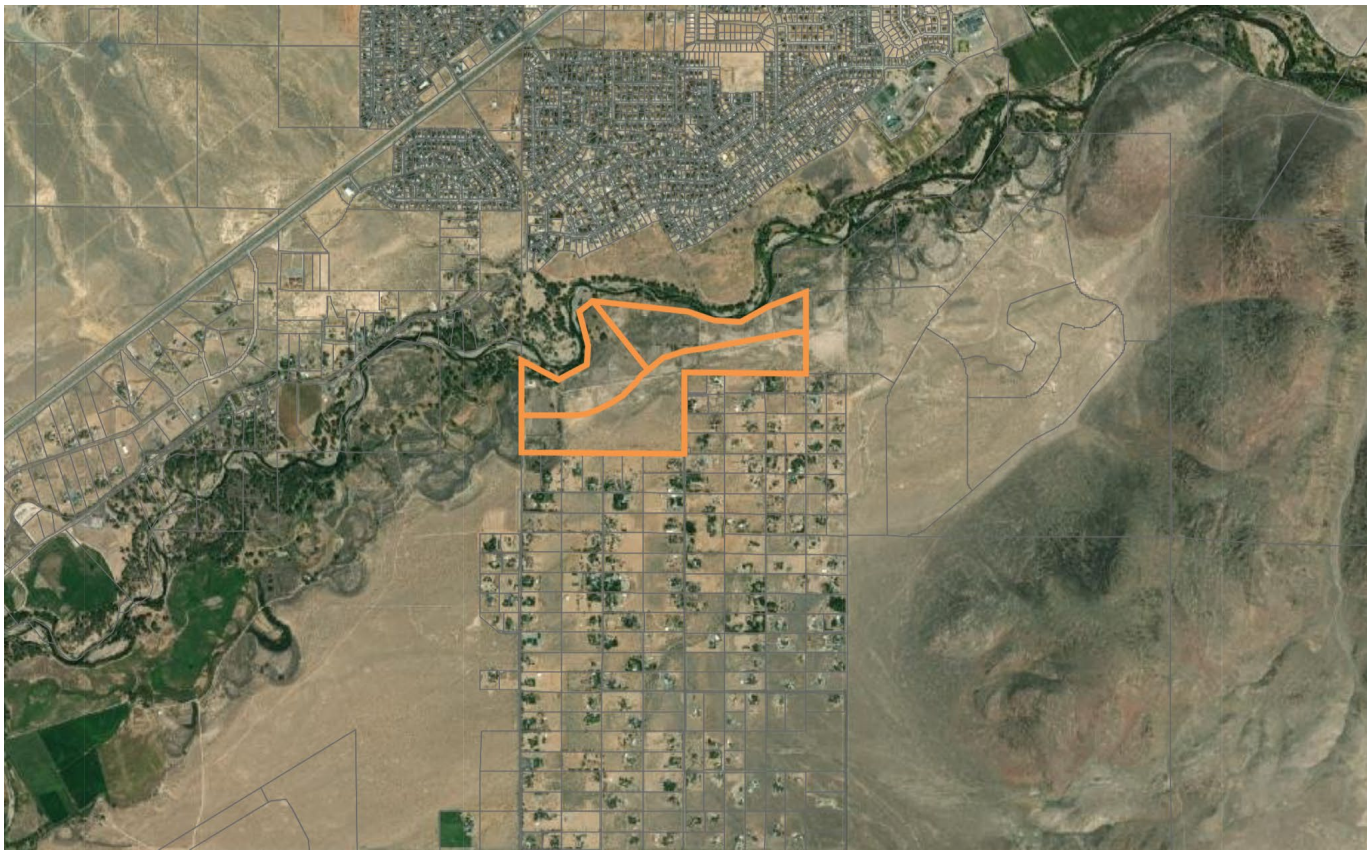
d. All required fire hydrants are to be installed and fully operating.

30. Distinct and legible “temporary” addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
31. The developer will maintain the property until the development is complete. This maintenance will include the semi-annual mowing of all weeds within the development boundaries and the removal of noxious weeds when they are identified.
32. The developer shall post and maintain a rules and regulations sign at the entryways to the property until it is fully developed. The signs shall be intended for the subcontractors performing work and shall include:
    a. No loud music;
    b. No alcohol or drugs;
    c. Dispose of personal trash and site debris;
    d. Clean up any mud and or dirt that is deposited from the construction parcels onto the streets; and
    e. No burning of construction or other debris on the property.
33. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Community Development Department.

General Information:

Location:

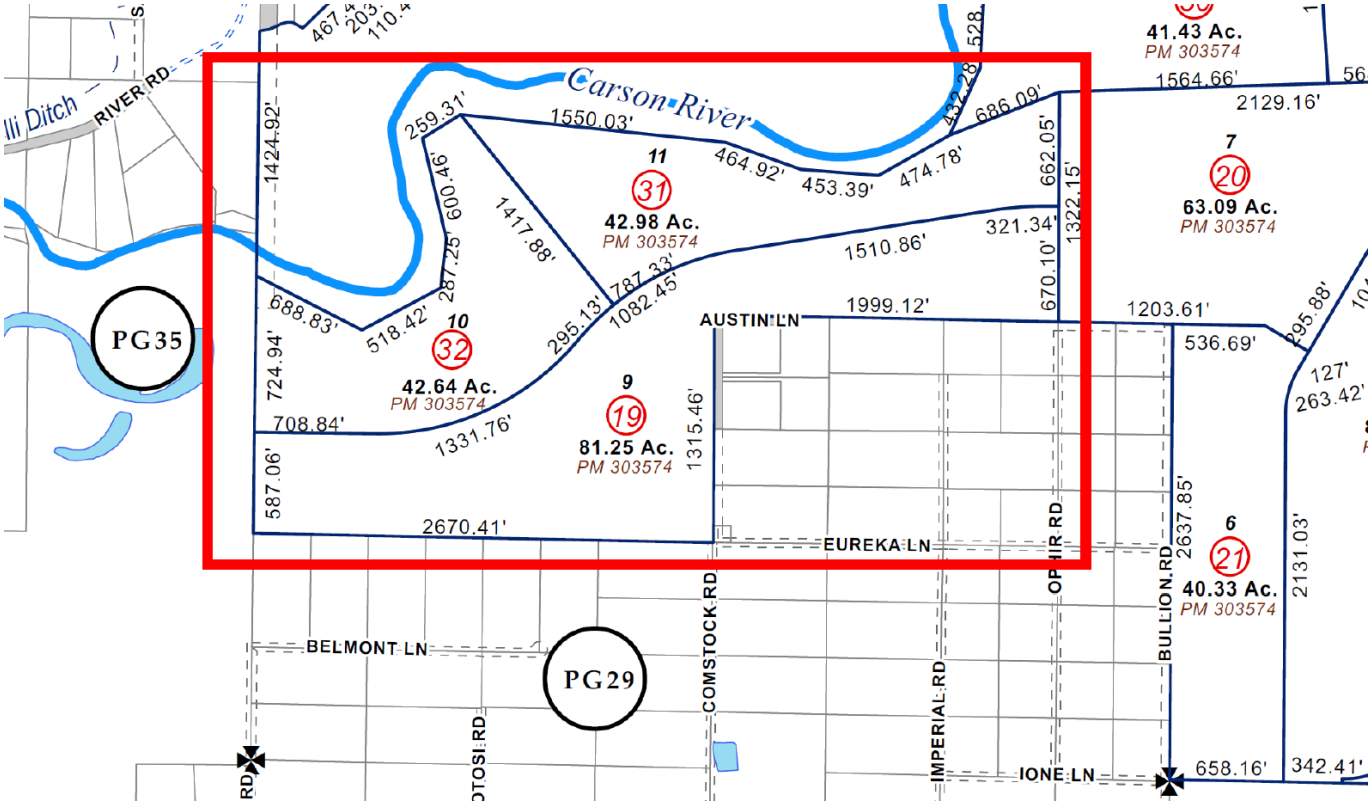
The subject parcels are generally located between Comstock Road and Sutro Road south of the Carson River and north of Belmont Lane in Dayton. The vicinity map below shows the three parcels totaling 166.87 acres outlined in orange below.



Size:

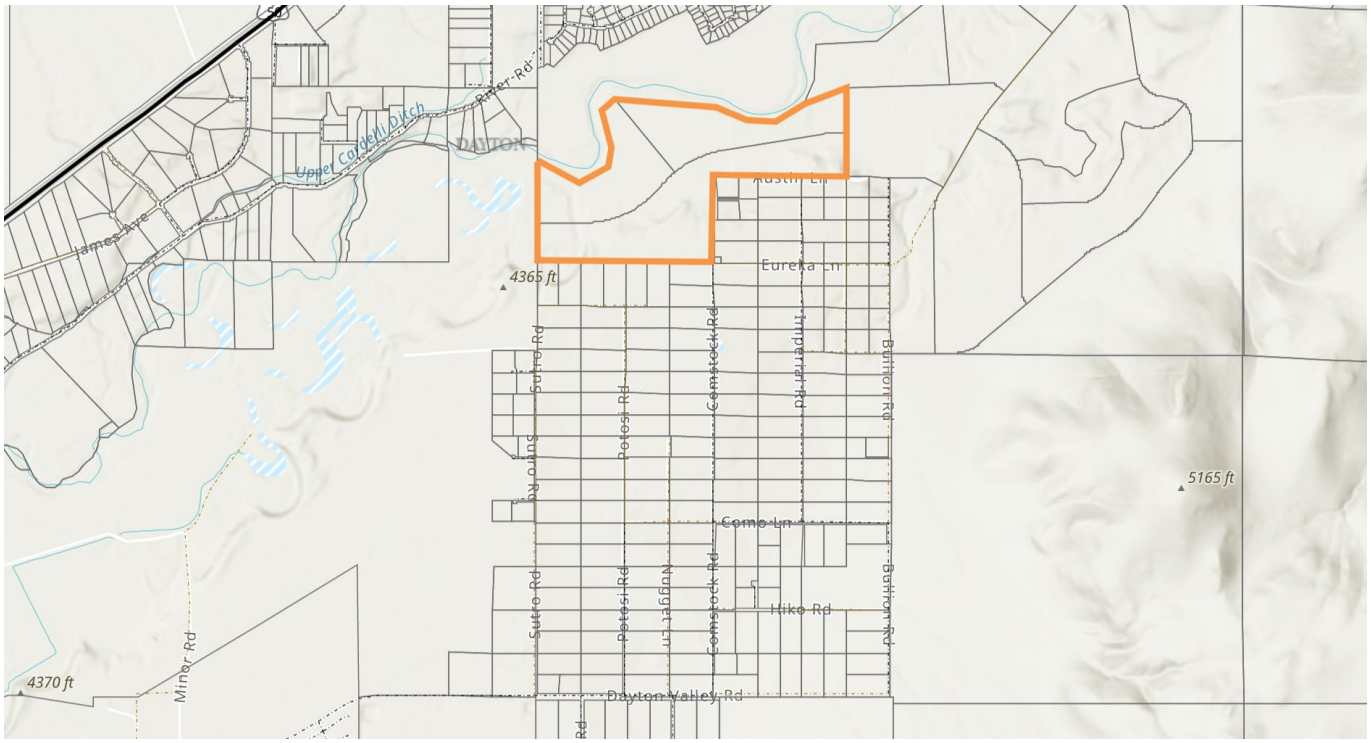
The subject site consists of three parcels: APN 016-022-19 (approximately 81.25 acres); APN 016-022-31 (approximately 42.98 acres); and APN 016-022-32 (approximately 42.64 acres).

The total acreage of the subject site is approximately 166.87 acres.



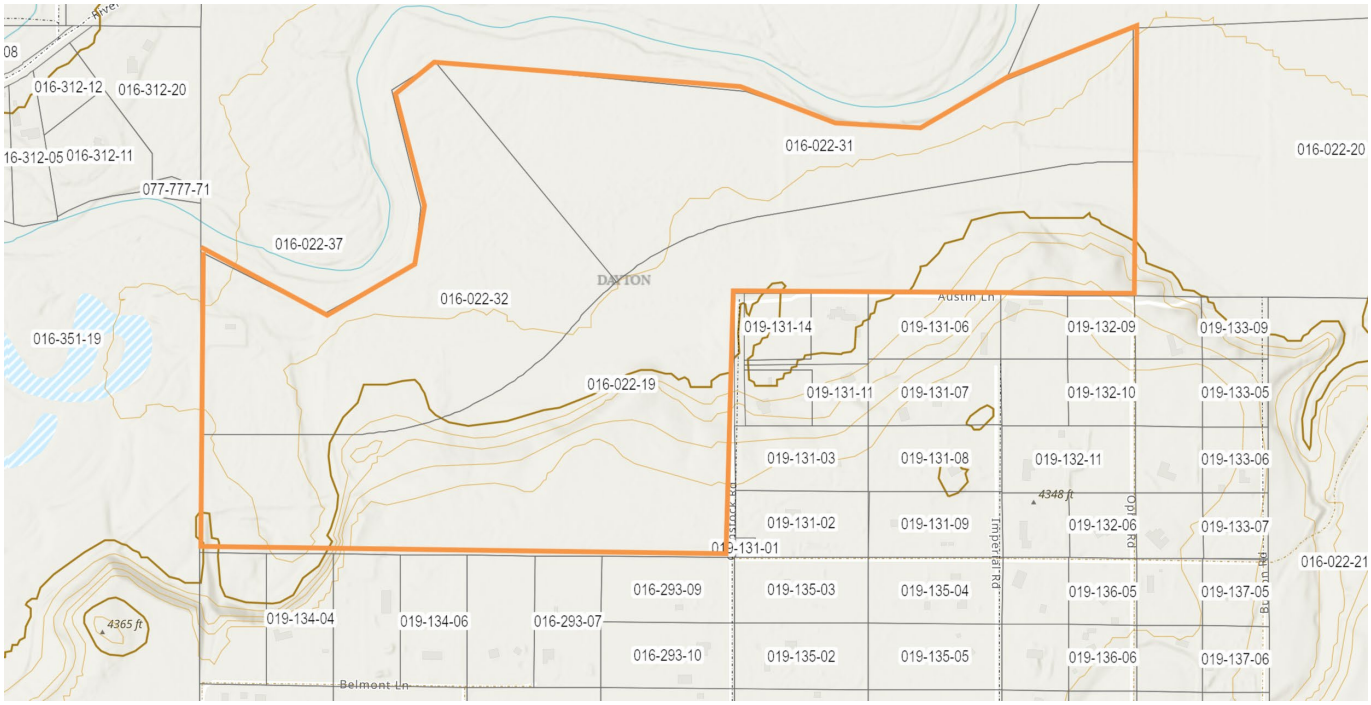
Access:

Access to the subject site from US 50 will be provided via Dayton Valley Road which will connect to Comstock Road.



Topography:

The portion of the subject site to be developed is located on a bench that sits above the Carson River basin. The remainder parcels are located within the Carson River basin. As such, there are no topographic features that preclude development of the site.

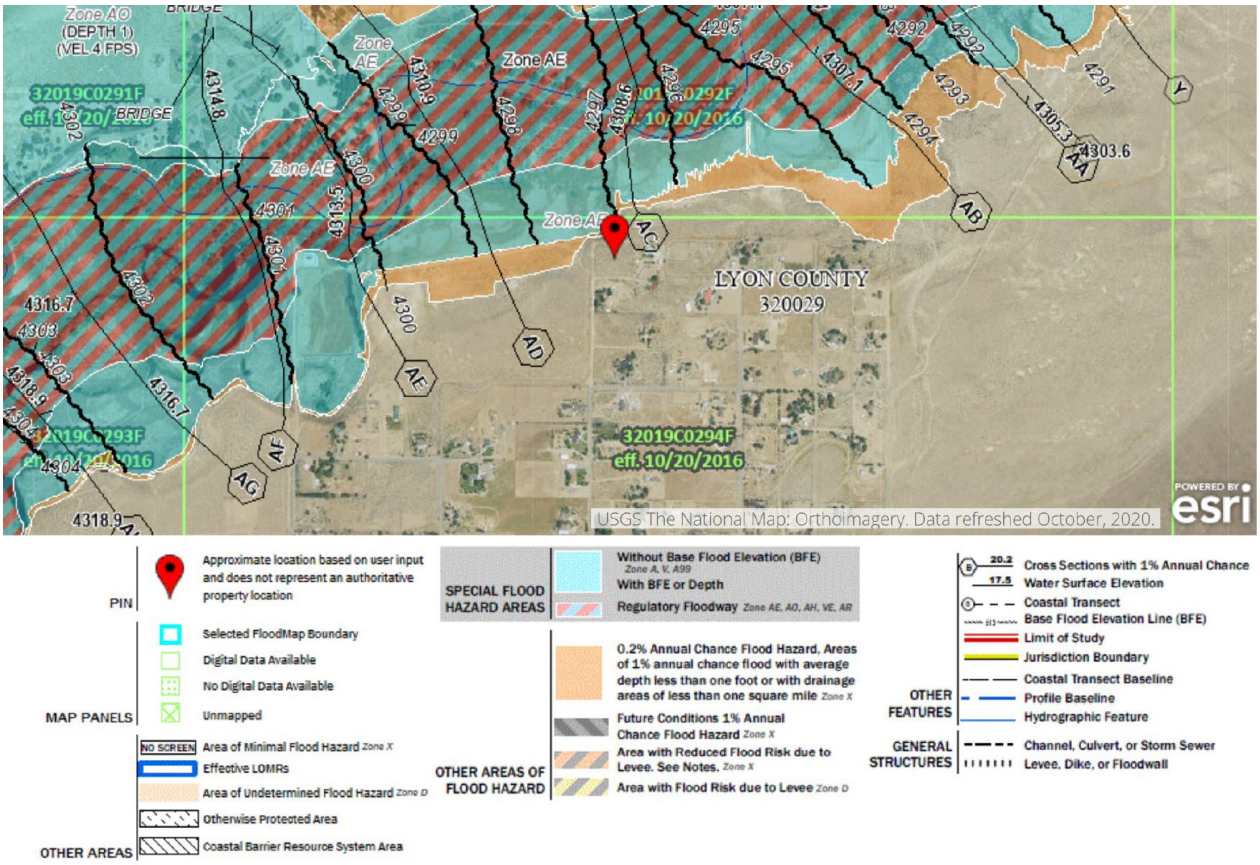


Existing Uses/Development:

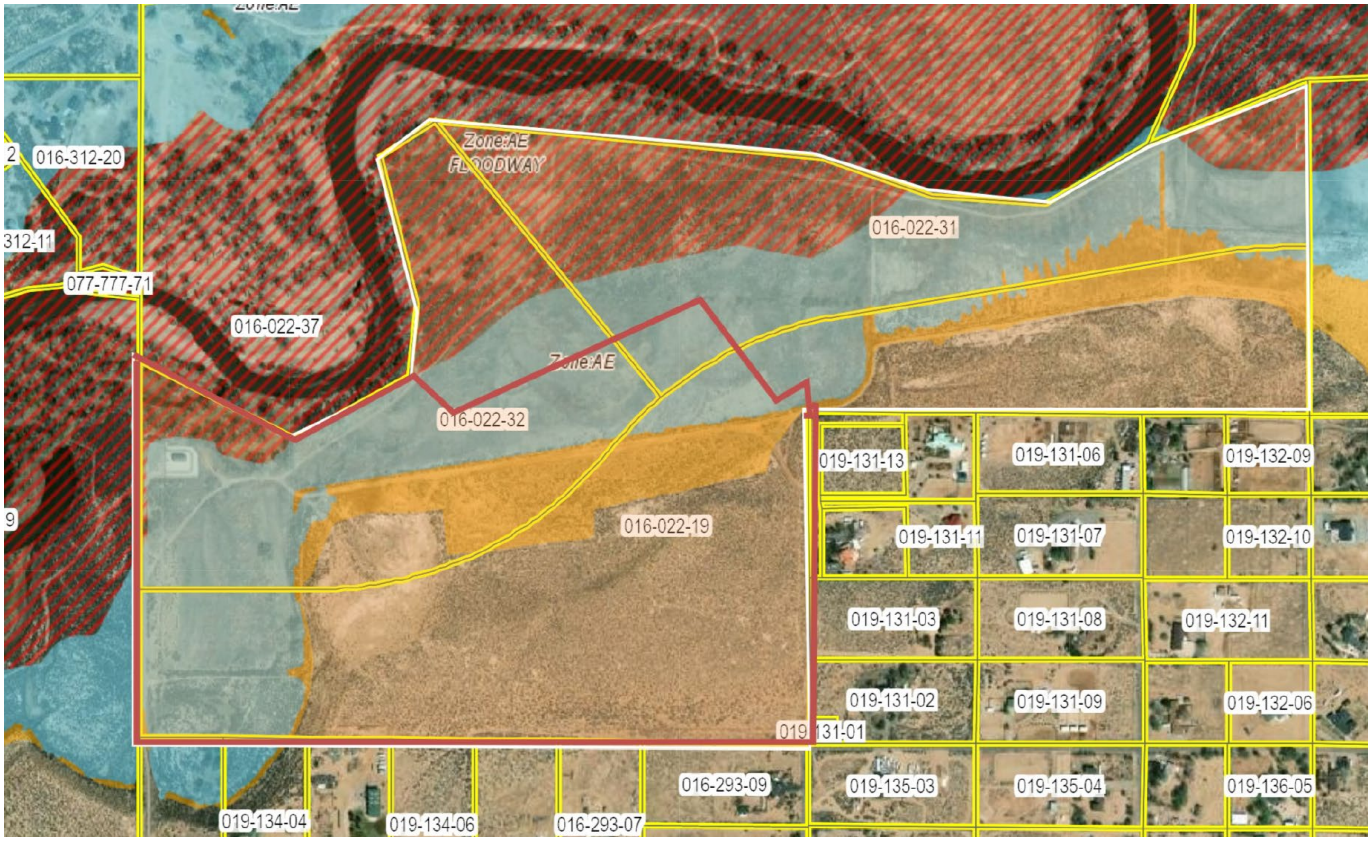
The bench portion of the subject site is vacant and undeveloped. The remainder of the subject site was irrigated and was fed by a concrete lined irrigation ditch with a dirt maintenance access road that parallels the ditch and runs from the west to the east of the Carson River basin portion of the subject site. Utilities are currently located within both the Comstock Road and Sutro Road rights-of-way. Overhead power lines and underground water lines are present in the Comstock Road right-of-way. Additionally, a Lyon County Utilities high pressure water pumping station and production well are located within the northwest portion of the subject site.

Flood Zone:

The subject site is located within an area with multiple designations including X-Unshaded, X-Shaded, AE Zone and AE Floodway as indicated on the FIRM Panels 32019C0294F (effective date 10/20/2016) and 32019C0292F (effective date 10/20/2016).

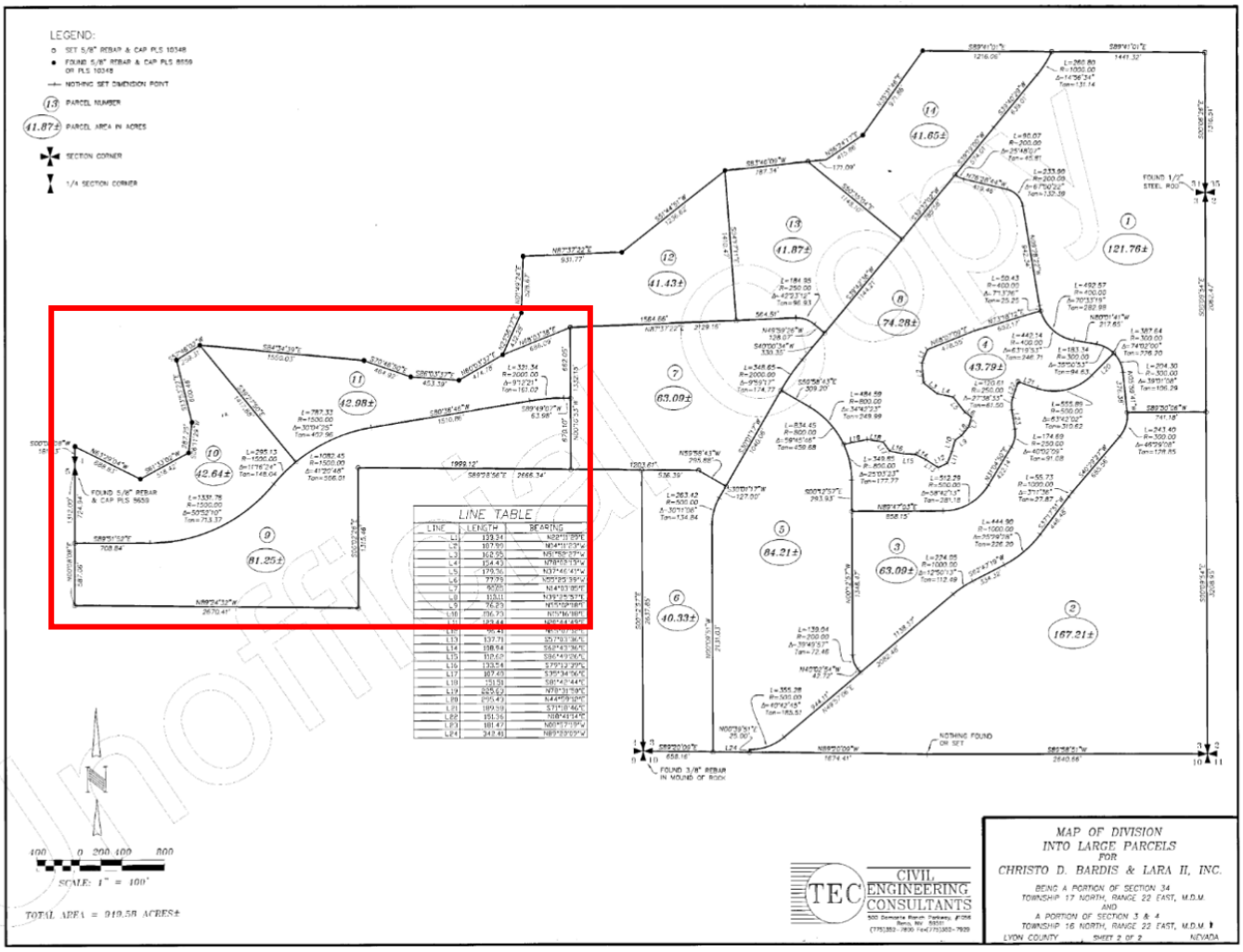


The County's GIS Floodplain layer shows the approximate boundaries of the zones relative to the subject site and the area to be developed (outlined in red).



Background:

The site is vacant and undeveloped at this time. The three parcels were created through a Division of Large Parcel Map (DLPM) by Christo D. Bardis & Lara II, Inc. in September 5, 2003 (Doc. No. 303574). After the Great Recession of 2008-2012, Vidler Water Company acquired the parcels created by the 2003 Bardis & Lara II, Inc. DLPM in 2008.



MERGER & RE-SUBDIVISION:

Per state statues (NRS 278.4925) and Lyon County Code (15.601.04), an owner of two or more contiguous parcels may merge and re-subdivide the parcels into new parcels without reverting the pre-existing parcels to acreage.

"**NRS 278.4925 Merger and resubdivision of land without reversion to acreage: Authority; procedure; delineation of remaining streets and easements; crediting of security.**

1. An owner or governing body that owns two or more contiguous parcels may merge and resubdivide the land into new parcels or lots without reverting the preexisting parcels to acreage pursuant to NRS 278.490.

2. Parcels merged without reversion to acreage pursuant to this section must be resubdivided and recorded on a final map, parcel map or map of division into large parcels, as appropriate, in accordance with NRS 278.320 to 278.4725, inclusive, and any applicable local ordinances. The recording of the resubdivided parcels or lots on a final map, parcel map or map of division into large parcels, as appropriate, constitutes the merging of the preexisting parcels into a single parcel and the simultaneous resubdivision of that single parcel into parcels or lots of a size and description set forth in the final map, parcel map or map of division into large parcels, as appropriate.

3. With respect to a merger and resubdivision of parcels pursuant to this section, the owner or governing body conducting the merger and resubdivision shall ensure that streets, easements and utility easements, whether public or private, that will remain in effect after the merger and resubdivision, are delineated clearly on the final map, parcel map or map of division into large parcels, as appropriate, on which the merger and resubdivision is recorded.

4. If a governing body required an owner or governing body to post security to secure the completion of improvements to two or more contiguous parcels and those improvements will not be completed because of a merger and resubdivision conducted pursuant to this section, the governing body shall credit on a pro rata basis the security

posted by the owner or governing body toward the same purposes with respect to the parcels as merged and resubdivided."

"**15.601.04: MERGER AND RESUBDIVISION OF LAND WITHOUT REVERSION TO ACREAGE:**

A. An owner or Governing Body that owns two (2) or more contiguous parcels may merge and resubdivide the land into new parcels or lots without reverting the preexisting parcels to acreage pursuant to Nevada Revised Statutes 278.490.

B. Streets and easements will remain in effect after the merger and resubdivision of land, unless abandoned in accordance with the provisions of sections 15.601.05 and 15.601.06 of this chapter and Nevada Revised Statutes.

C. All applications of a merger and resubdivision of land must be filed with the department on the appropriate forms meeting all applicable submittal requirements.

D. The applicant shall pay a fee as set by the Board.

E. All applicants for merger and resubdivision of land must comply with Nevada Revised Statutes 278.4925, 278.4955, 278.496 and 278.4965.

F. All applications for merger and resubdivision of land, whether created by a map or deed, must follow the same County approval process as would be required for a division of land based on the number of lots to be created."

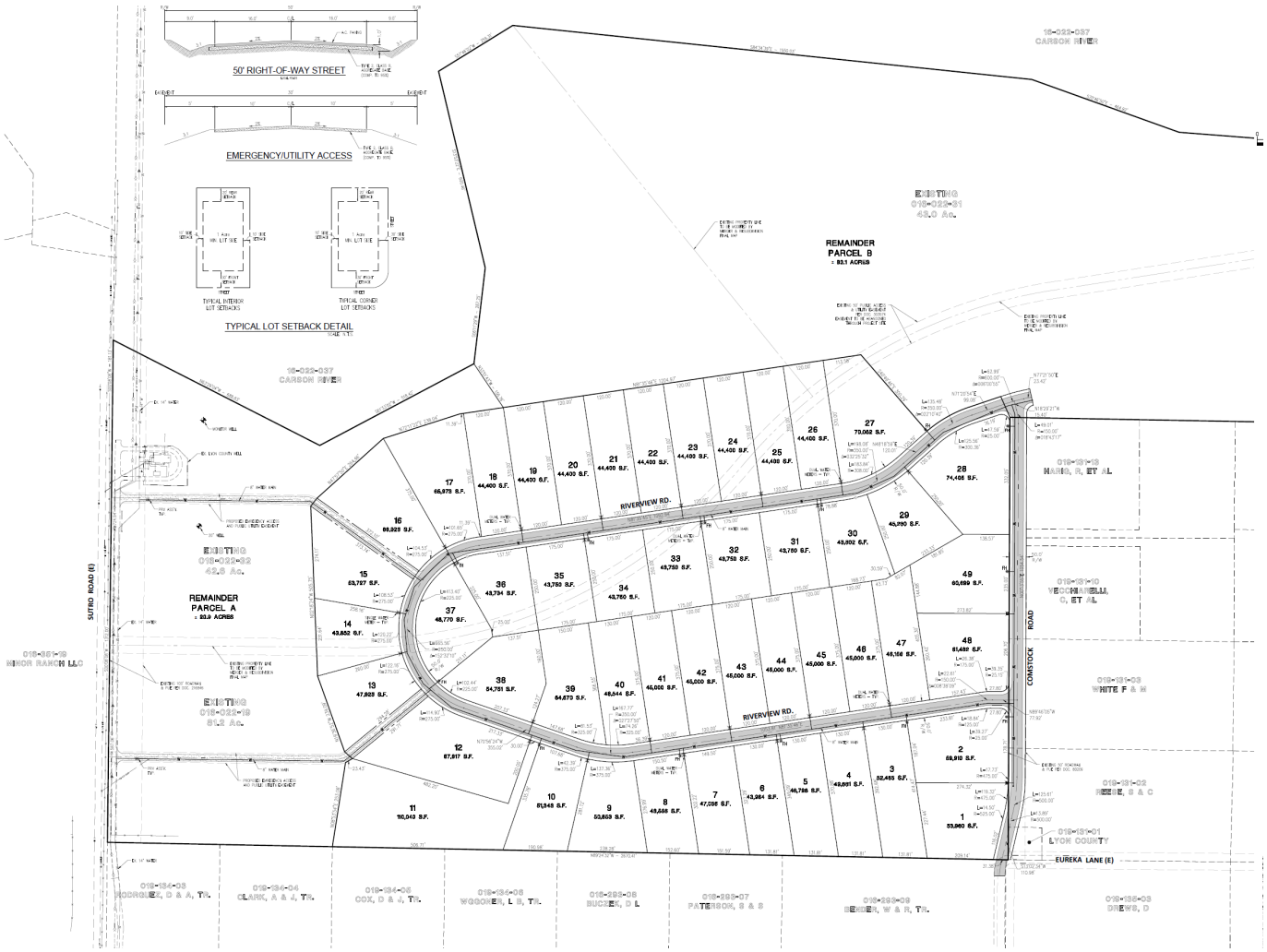
The applicant proposes to merge the existing three parcels and re-subdivide into a 62.8 acre project site to be further subdivided into a 49-lot 1-acre minimum subdivision, a Remainder Parcel A consisting of 20.9 acres and a Remainder Parcel B consisting of 83.1 acres.

TENTATIVE SUBDIVISION MAP REQUEST:

The applicant is requesting approval of a tentative subdivision map that would allow for the approximately 62.8-acre parcel resulting from the merger and re-subdivision to be developed into 49 detached single family lots ranging in size from 1 acre to 2.5 acres.

The application states that site design (including the two remainder parcels) will:

- Promote a site development that complements the existing low density residential development to the south and east by providing larger lot sizes adjacent to Comstock Road;
- Preserve adjacent areas for open space; and
- Will improve fire hydrant availability for the existing residential development in the vicinity.



STAFF REVIEW:

Chapter 15.607.03 of the Lyon County Code lists the findings that the County must consider when reviewing a tentative subdivision map application. Each finding for consideration is listed in **bold type** below and is addressed by the applicants in "*italic type"* immediately following each finding. Staff's response is in normal type.

A. The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in this title;

"*The proposed project meets the development standards and other requirements associated with the existing RR-1 zoning designation, including use, density and design.*"

The application materials submitted do document that the design of the tentative subdivision map conforms to the development standards for the RR-1 zoning district contained in Title 15.

B. If located within a planned unit development, the tentative subdivision map conforms to the density requirements, lot dimension standards and other design standards regulations approved for the planned unit development;

"The tentative map is not located within a planned unit development."

The project is not located within a Planned Unit Development. As such, Finding B is not pertinent to this application.

C. The tentative subdivision map conforms to public facilities and improvement standards contained in this title;

"This tentative subdivision map conforms to all public facilities and improvement standards contained in the Lyon County Code."

Staff has received an 'Intent-To-Serve' letter from Lyon County Utilities Department (LCUD) which will provide domestic water to the project. The 'Intent-To-Serve' letter states that the project is located within the service area of LCUD and that water service may be available. The LCUD comments regarding the project are discussed in more detail below and both water and sewage disposal proposals included in the application require additional information prior to submission of a final subdivision map for the project

'Will-Serve' letters have been received from AT&T, Southwest Gas and NV Energy.

As with all development, the developer will have to pay for the installation of the necessary extension of the utilities listed above as part of the cost of the proposed development.

The staff report goes into more detail regarding road improvements in Findings J and K.

D. The tentative subdivision map conforms to the improvement and design standards contained in this title and adopted design criteria and improvement standards;

"The tentative subdivision map conforms to the improvement and design standards contained in the land use and development code."

Per the reviewing agencies comments and recommended Conditions of Approval, the tentative subdivision map would be in conformance to the improvement and design standards contained in Title 15 and the adopted design criteria and improvement standards subject to the recommended Conditions of Approval included in the staff report.

E. If applicable, that a phasing plan has been submitted and is deemed acceptable;

"It is anticipated that the project will be designed as one phase, however, the developer reserves the right to determine phasing under NRS Chapter 278. Phasing will be in accordance with Lyon County Code."

Staff believes that given the size of the development and number of lots would lead one to assume the project could readily be completed without the need for a phasing plan.

F. There are no delinquent taxes or assessments on the land to be subdivided, as certified by the County Treasurer;

"There are no delinquent taxes or assessments on the land to be subdivided. Information from the Lyon County Treasurer has been included in the application package."

The statement by the applicant is correct. There are no delinquent taxes or assessments on the land proposed to be subdivided.

G. The project complies with all environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

"The tentative map application has been designed to comply with all of the environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, and individual systems for sewage disposal. Applications have been submitted to NDEP and DWR for their review and approval."

<u>Environmental and Health Regulations:</u>

- Water Pollution: The State Department of Environmental Protection ("NDEP") regulates storm water discharges through the Stormwater Pollution Prevention Plan (SWPPP") which is required whenever a project discharges in the Waters of the United States (WOTUS) and the project either disturbs more than one acre or disturbs less than one acre, but is part of a larger common plan for development or sale that will ultimately disturb one acre or more. A Stormwater Pollution Prevention Plan ("SWPPP") is required to be submitted and approved by the NDEP prior to the start of grading the project site.
    - The developer is required to secure this permit from NDEP prior to the issuance of a site improvement permit which is submitted concurrently with the final map or first in a series of final maps for the project.
- Air Quality: Air quality is also regulated by NDEP for dust control during grading and construction on projects greater than 5 acres in size through the Surface Area Disturbance ("SAD"") permit.

- The developer is required to secure this permit from NDEP prior to the issuance of a site improvement permit which is submitted concurrently with the final map or first in a series of final maps for the project.

Solid Waste:

Lyon County has a franchise agreement with Waste Management/Capital Disposal to deal with solid waste disposal.

Water Supply:

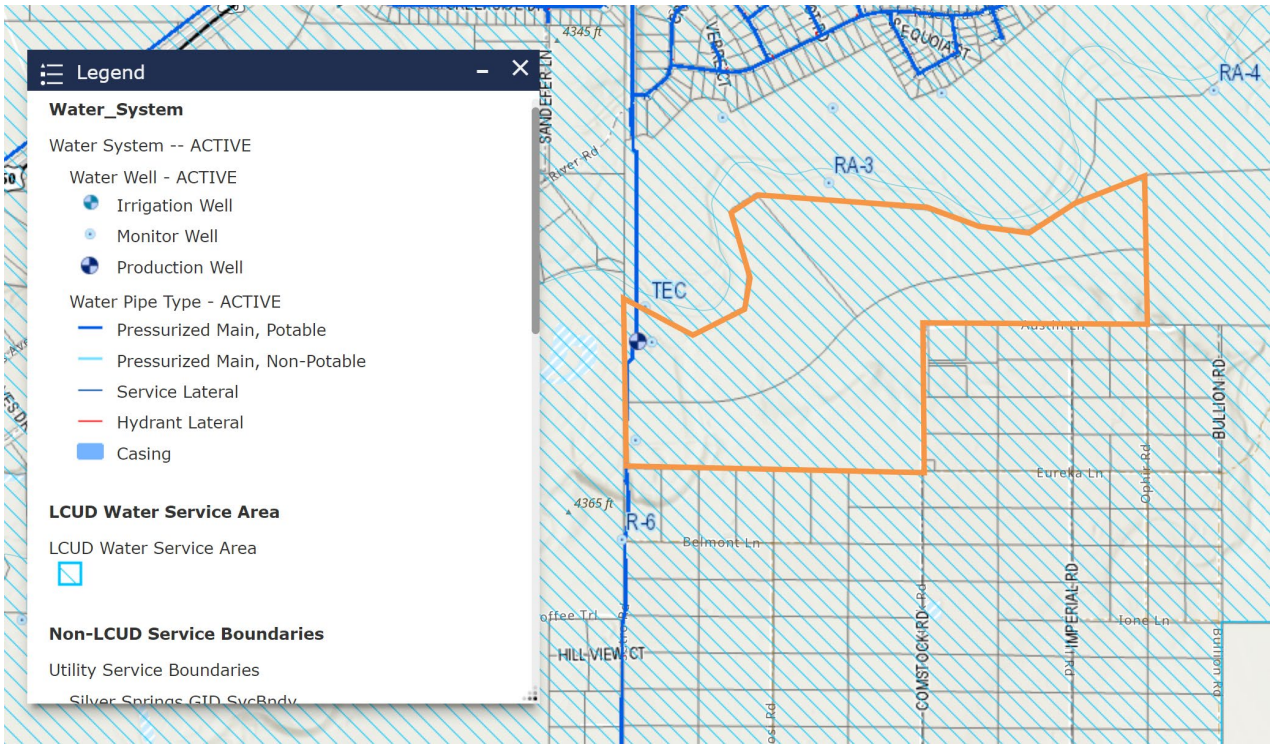
The State Division of Water Resources ("DWR") reviews tentative subdivision map applications to determine:

- Whether there is sufficient water;
- Is the manner of use correct;
- Whether the subdivision is within the correct place of use and if not, has an expansion of service area occurred or is pending;
- Verify surface versus groundwater rights;
- Check for decreed water;
- Verify water agreements between purveyors; and
- Check for drought factors; and verify Public Utilities Commission water use duties dependent on lot sizes.

Facilities to Provide Water:

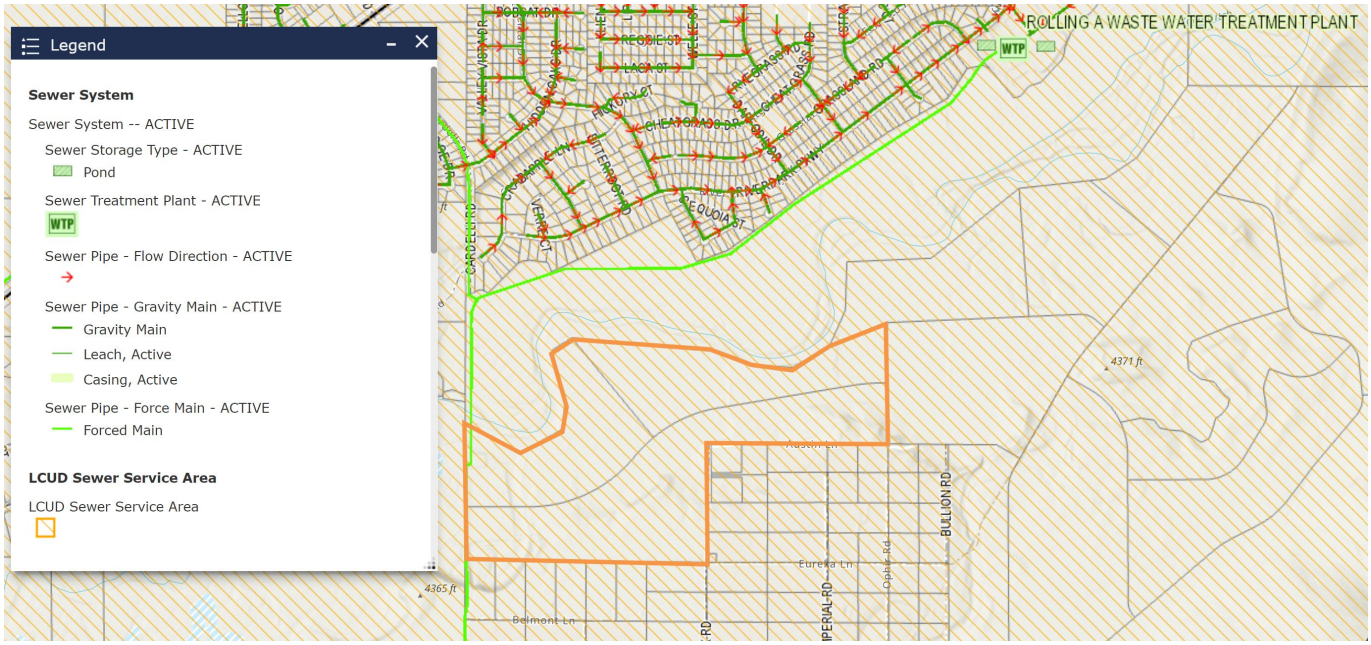
While currently vacant and undeveloped, the subject site is within an area that has municipal services available to it.

The subject site (outlined in orange) is located within the LCUD Service Area and there is a 12-inch line and production well located within APN 016-022-32.

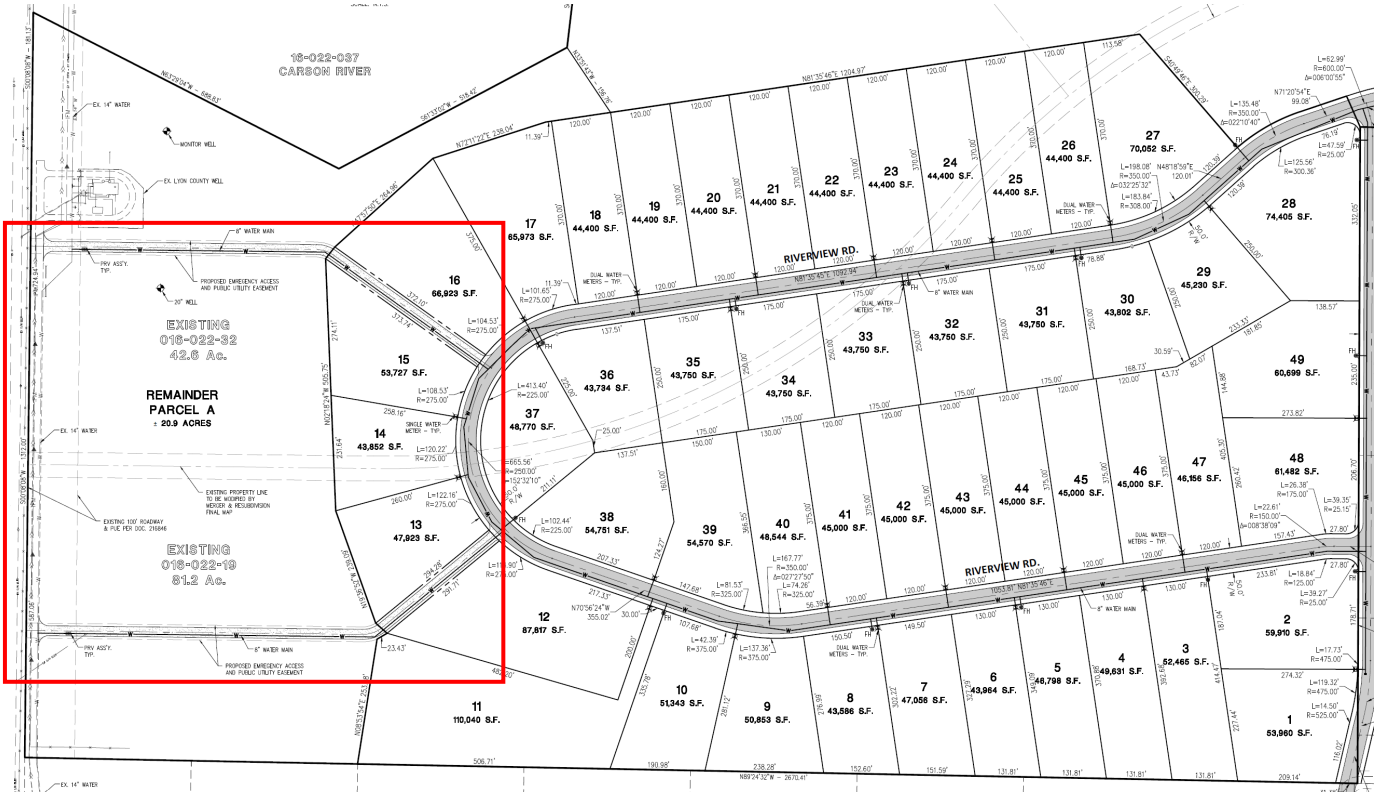


Facilities to Provide Sewage Disposal:

The subject site is located within LCUD sewer service area and currently has one 16-inch forced main sewer line (shown in green) running along the western boundary of the subject site that runs to the Rolling A Wastewater Treatment Plant.



The water connections into the subdivision are shown below (outlined in red):



The application proposes to connect to a water transmission main that currently only provides water flow in one direction from a high pressure zone to a lower pressure zone. The Lyon County Utilities Department recommends a Condition of Approval that addresses their concern regarding the water connection, requiring the developer submit an engineered solution to address supply redundancy to the satisfaction of the Utilities Department Director prior to the submission of a final subdivision map for the project.

The applicant is proposing to utilize individual sewage disposal systems (ISDS or septic systems).

In their review of the merger & re-subdivision/tentative subdivision map application materials, the state Division of Environmental Protection – Bureau of Safe Drinking Water recommended denial of the application as the tentative subdivision map materials did not include sufficient information for the Division to perform a technical review to evaluate the method of sewage disposal, including percolation tests, a soils classification at the proposed leach field sites, the depth of the seasonal high groundwater level, locations of wells within 400 feet of the site on a map, location of all surface water sources within 500 feet of the proposed leach field sites, etc. This level of engineering work is typically completed prior to the submission of a final subdivision map and as such, staff recommends a Condition of Approval that requires documentation that NDEP-BSDW has reviewed and approved the use of septic systems for the subdivision.

The Lyon County Utilities Department also recommends a Condition of Approval addressing their concerns in regard to the use of septic systems in a wellhead protection area (APN 016-022-32 has a LCUD production well on-site). The Utilities Department is recommending a Condition of Approval that requires the developer to submit an engineered solution that addresses the Lyon County Utilities Department concerns with the placement of individual septic systems within a wellhead protection area to the satisfaction of the LCUD Director with the submission of a final subdivision map or first in a series of final subdivision maps for the project.

Based on our review of the application materials and correspondence from the reviewing agencies, staff believes that the application either has or is required to comply with this finding prior to submission of a final subdivision map application for the project.

H. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

"An intent-to-serve letter from Lyon County Utilities has been provided with review of this application (sic)*, which will indicate the availability of water which meets applicable health standards and in sufficient quantity for the reasonably foreseeable needs of the subdivision."*

As described above, the development will be provided domestic water service from LCUD that complies with the applicable health standards. Per Lyon County Code and state statute, the water rights dedication will be reviewed in depth by both LCUD staff and the State DWR with the submittal and review of the final subdivision map for the project. No final approval that would allow for development to occur will be granted until the water rights dedications have been secured to the satisfaction of both the State Engineer and Lyon County. Part of the water rights review includes determining that the water rights are in good standing and have uncommitted water sufficient to fulfill the requested allocation.

I. There is adequate access and availability to public services such as schools, police protection, transportation, recreation and parks;

"As detailed in the project description and the Subdivision Feasibility Analysis, the project has adequate access and availability to public services such as schools, police protection, transportation, recreation and parks."

While staff did forward the application materials to Lyon County School District (LCSD) for comments, none were received. The most recent information staff has received from LCSD regarding the school census throughout Lyon County is that (with the sole exception of the high school in Fernley) there is capacity remaining at all of the LCSD facilities for additional students. This statement includes the elementary, middle and high schools that would serve this project. All of the school facilities currently have capacity to absorb the number of students that a subdivision of this size would typically generate. The Dayton Elementary, Intermediate and High Schools as well as the Senior Center and Dayton library branch are approximately 4.9 miles from the subject site. As such, adequate access and availability to schools exists currently.

While not a Planned Unit Development (PUD), the applicant proposes to create two remainder parcels. Remainder Parcel A will be 20.9 acres and situated between the developed portion of the River Ranch project and Sutro Road. Remainder Parcel B will be 83.1 acres and situated north and northeast of the developed portion of the River Ranch project. The approximately 104 acres of remainder parcels shall (with the exception of the water lines extensions remain as open space/common areas within the tentative subdivision map. The application materials do not contain any information in regard to the types of treatments/improvements to these remainder parcels. As such, staff has included a recommended

Condition of Approval that addresses this missing information prior to the submittal of a final map for the project.

Staff also has included as a recommended Condition of Approval that the developer shall provide the proposed Covenants, Conditions and Restrictions ("CC&Rs"), landscape maintenance association/homeowners association agreements, easements and/or other legal instruments containing sufficient detail to constitute enforceable provisions necessary for operation and maintenance by the developer and his successors, and assignees as well as the individual subdivision lot property owners as the project is subdivided and the individual lots sold for all open space/common areas and storm drainage facilities (easements, open channels and detention basins) as well as any associated landscaping within the common open space lots and storm drainage facilities and other provisions necessary for the subdivision as approved, for review by the Community Development Director, the Utilities Director, the County Engineer and District Attorney's Office. The approved legal instrument shall be signed and recorded prior to approval of a final map or first in a series of final maps for the project.

The subject site is approximately 8.4 miles from the Central Lyon County Fire Protection District ("CLCFPD") Fire Station located on Corral Drive.

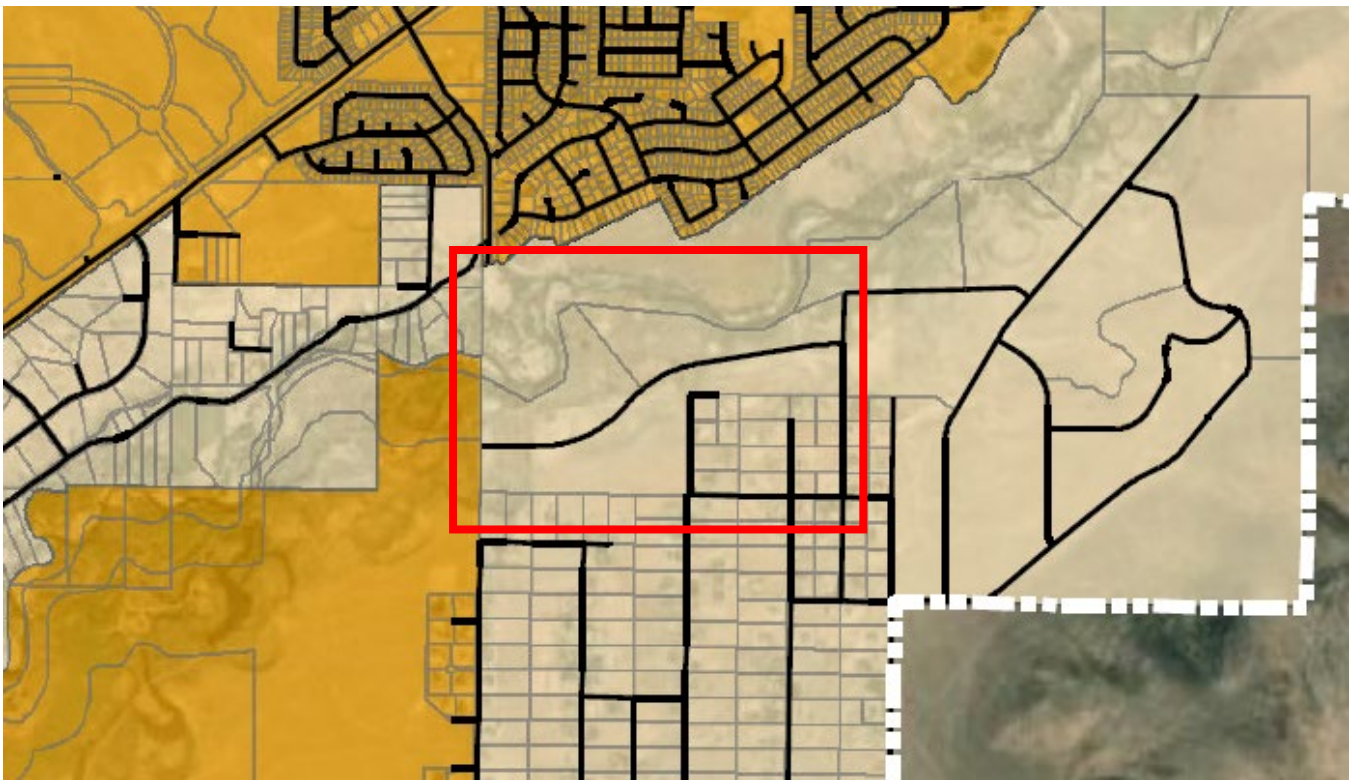
Police protection would be provided by the Lyon County Sheriff's Office. The Sheriff substation at Occidental Drive is approximately 10.8 miles from the subject site.

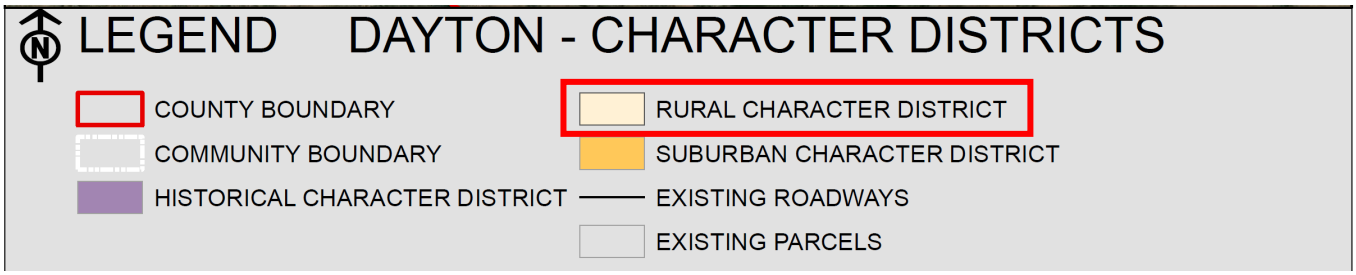
J. The project is in general conformity with the Lyon County Comprehensive Master Plan, the local community plan, if adopted, and the master plan of streets and highways;

Master Plan:

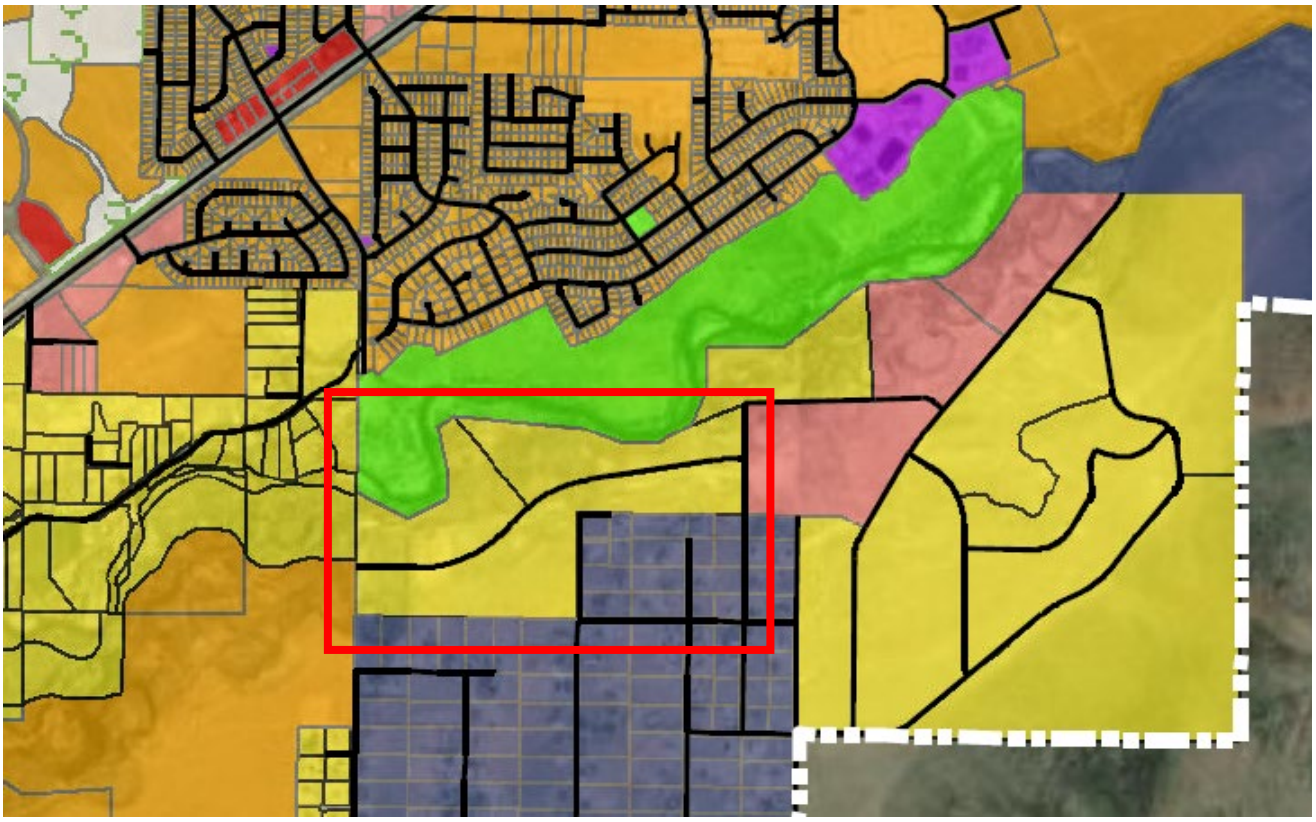
"The tentative map reflects the Low Density Residential development pattern as shown on the 2010 Comprehensive Master Plan's land use plan for Dayton and is consistent with the Rural Character District identified in the Master Plan. The project is also in conformance with the master plan of streets and highways."

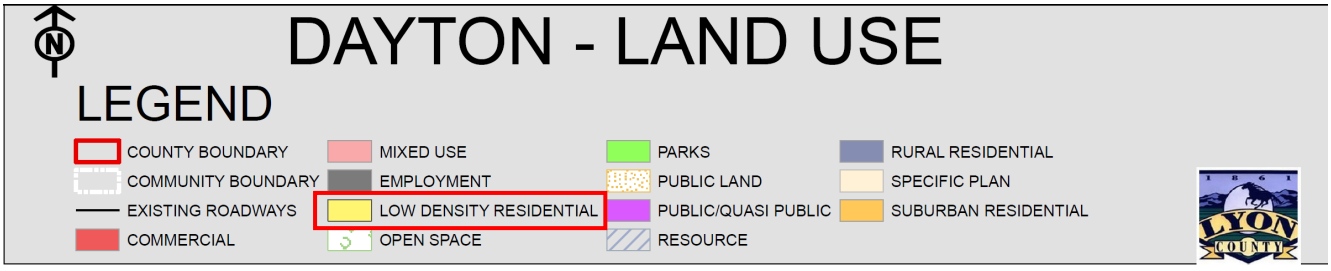
The subject site is located in an area of Dayton that has the Rural Character designation (outlined in red below):





Additionally, the subject site is also located within an area designated as Low Density Residential per the adopted 2020 Comprehensive Master Plan update (subject site is outlined in red below).



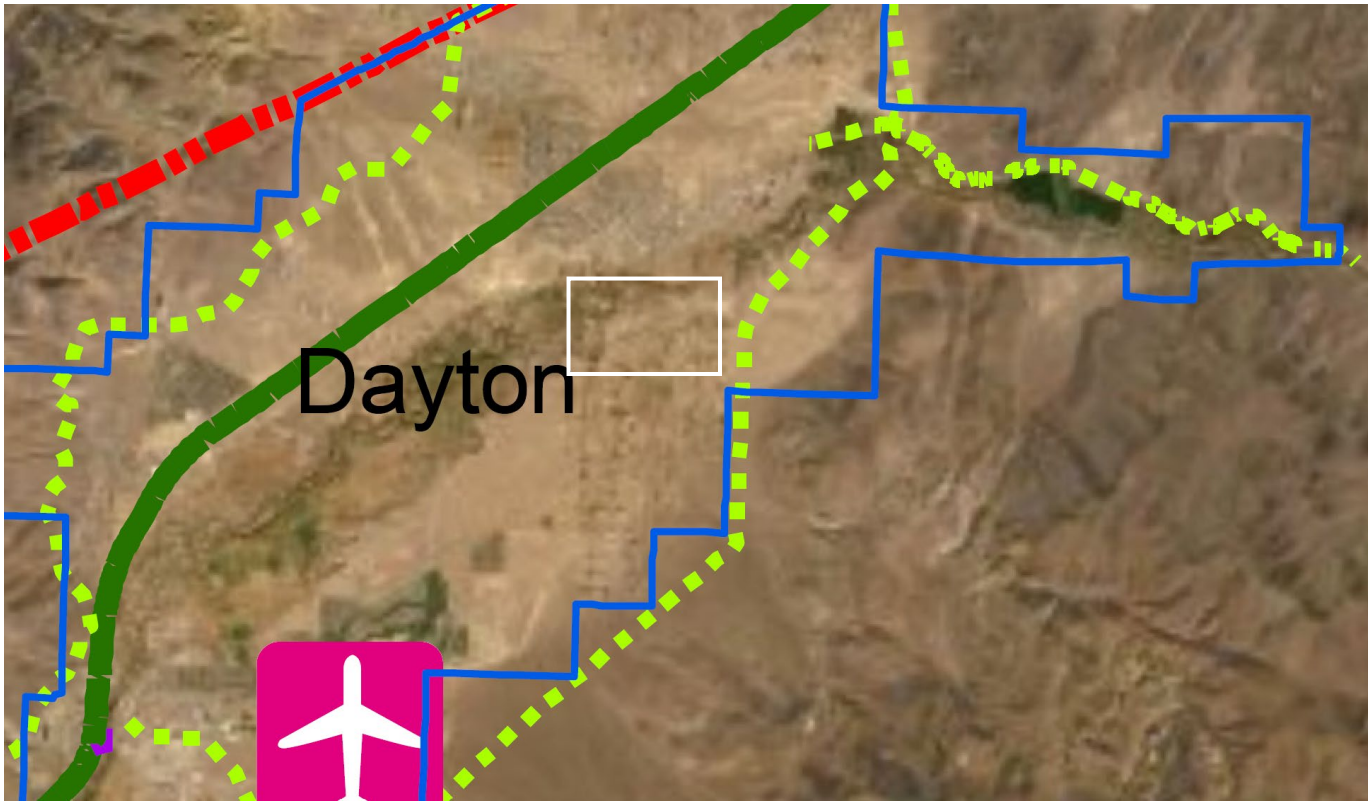


The language in the 2020 Comprehensive Master Plan update indicates that properties located withint the Low Density Residential land use designation may have a density range from one dwelling unit per acre (1du/ac) to 1 dwelling unit to 5 acres (1 du/5 ac), should be in areas that are either in rural districts or on the fringe of suburban residential areas with a mix of lot sizes and lot layouts, and typically not servied by municipal water and sewer.

	Title 10 Zoning *(Consistent Title 15 Designation)*	Title 15 Zoning	Density Range/Size	Description/Characteristics	Examples of Uses
Low Density Residential	**RR-2** *(RR-2, SR-2)* **RR-1** *(RR-1, SR-1)*	**RR-2** **SR-2** **RR-1** **SR-1** **PUD ***	1 DU per 1 to <5 acres (>0.2-1.0 DU/acre)	Typically found in rural districts and on the suburbanizing fringe. Lot size and layout varies. Typically not served by urban or municipal utilities, depending on location in suburbanizing district.	Single-family residences.

Master Plan of Streets and Highways:

The Dayton community is located within the North Lyon County Transportation Network adopted as part of the 2020 Comprehensive Master Plan update. The area of the subject site does not include any major transportation facilities (Fort Churchill Road, Chaves Drive Extension) located adjacent to the subject site (outlined in white below).



In light of these items, staff believes the project would be in general conformity with the Lyon County 2020 Comprehensive Master Plan update and the Transportation Network

K. The project will have no adverse impacts, or provides adequate mitigation of adverse impacts, to existing public streets.

"Trip generation from the project is not enough to warrant a traffic analysis because the subdivision will not meet or exceed 80 peak hour trips or 500 average daily vehicle trips (LCC Section 15.607.02(A)(1)(m). As shown on the proposed Tentative Subdivision Map, access is proposed from Comstock Road, which is an existing road proposed to be improved to Lyon County Local Road standards to accommodate the increase in trip generation."

The Lyon County Road Director had the following comment in regard to the proposed subdivision:

- The developer shall improve Comstock Road from Como Road north to the T-intersection of Comstock Road and the proposed Riverview Road as shown on the tentative subdivision map per the Orange Book standard (Lyon County Drawing No. L-1 (314, 319) dated 6-12).
- The developer shall design the street alignments in compliance with AASHTO standards to the approval of the Road Director;
- The developer shall install all required signage, striping and traffic control improvements in compliance with Lyon County requirements;
- The developer shall submit a detailed geotechnical report with the final map(s) for the project that includes roadway structural sections and the structural section calculations demonstrating that the proposed structural section is adequate to support the weight of the anticipated traffic;
- The developer shall provide a slurry seal onto the streets and roadways in compliance with the current County standards every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the rights-of-way for all streets and roadways within the subdivision; and
- The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County rejects the offer of dedication at this time and will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.

The Assessor's Office commented that if the interior road is to be a private road (not maintained by Lyon County Road & Fleet Department), then a condition should be that a maintenance agreement for the lot owners be recorded concurrently with the final map or first in a series of final maps for the project.

Staff has included the Road Department's recommended Conditions of Approval that would ensure the project complies with County Code requirements. As such staff believes that the project will provide adequate mitigation of adverse impacts, to existing public streets.

L. The physical characteristics of the land such as floodplain, slope and soil have been considered and provisions to adequately mitigate adverse impacts of development on the environment have been incorporated; and

"All physical characteristics of the land such as floodplains, slope, and soil have been considered and provisions to adequately mitigate adverse impacts of development on the environment have been incorporated. A detailed conceptual drainage study and geotechnical study have been submitted with this application and include any necessary mitigation measures."

Flood Zone:

As noted previously in the staff report, the subject site is located within an area with multiple designations including X-Unshaded, X-Shaded, AE Zone and AE Floodway as indicated on the FIRM Panels 32019C0294F (effective date 10/20/2016) and 32019C0292F (effective date 10/20/2016).

The application includes a stamped and signed letter from the project engineer stating that the subdivision layout will not have any of the development taking place within the Special Flood Hazard areas within the subject site.

Any development proposed within the designated X-Shaded and AE flood zones will require approval of a floodplain development permit and all development within the AE flood zone will be required to submit three floodplain elevation certificates to document the development is in compliance with the development standards contained in Chapter 15.800 of the Lyon County Code.

Physical and Topographic Attributes:

The subject site has no physical or topographic attributes that would preclude development of the site.

Slopes:

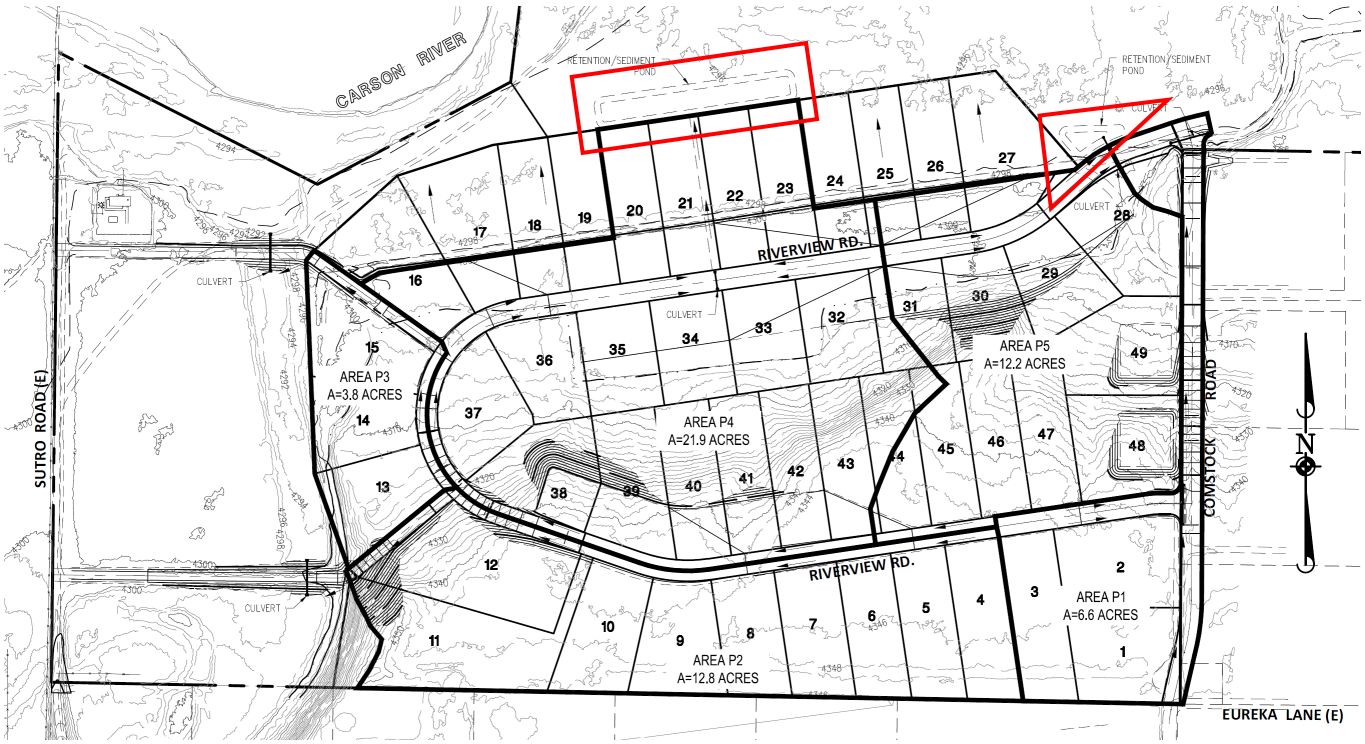
The subject site straddles both the Carson River basin and the bench that overlooks the Carson River and its basin.

Storm Drainage:

The drainage report notes that the existing drainage flows to the north towards the Carson River and is non-channelized (i.e., sheet flow).



The drainage report proposes to grade the 62.8 acre development site into five (5) drainage basins. The remainder parcels will not be included in the grading and are to continue to sheet-flow to the north into the Carson River. Two of the five basins (P2 and P3) will direct storm water to the west adjacent to the proposed emergency access/utility maintenance access to discharge into currently existing depressions in the topography. Two of the remaining basins will discharge into two proposed retention/sedimentation ponds to be constructed adjacent to the northern lots within the Remainder Parcel B (refer to basins outlined in red below). A review of the proposed grading plan shows limits of grading which indicate the flows from the last basin (P1) will be directed to roadside drainage ditches that will take the flows to the intersection of the proposed Comstock Rod/Riverview Road and enter the retention/sedimentation basin adjacent to proposed Lot 27.



Soils:

The November12, 2021 geotechnical report submitted with the tentative subdivision map application state that the soil characteristics do not preclude the development of the project. The report does note that there needs to be further design-level investigation because of the expansion potential of the lean clay soils and the potential for liquefaction due to the density of the soil types and groundwater levels found on the lower portion of the project site within the Carson River basin.

M. The project demonstrates availability and accessibility of fire protection services, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

"The project will comply with the conditions related to fire protection services, including but not limited to the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands."

Central Lyon County Fire Protection District ("CLCFPD") did receive a copy of the application materials. The comments back note that the CLCFPD recently adopted the International Wildland-Urban Interface (IWUI) 2018 Code. As such, each detached single family residential dwelling unit and lot layout will need to be approved by the CLCFPD as building permits are being issued. The proposed lots that have direct contact with the wildland will be required to either provide a green belt for separation from the wildland interface or install non-combustible fencing. Lots that face interior to the wildland interface are not required to have either the green belt or the non-combustible fencing. These houses will need to comply with the Ignition Resistance Class 3 located within Chapter 5 of the IWUIC.

Street Name Request:

The applicants did include a street name request as a part of the merger & re-subdivision/tentative subdivision map application. The following is the requested street name:

- Riverview Road

Staff recommends that the Planning Commission include authorizing the Community Development Director to administratively process a replacement street name, if necessary, based on the comments of the reviewing agencies.

River Ranch

TENTATIVE SUBDIVISION MAP

December 2021



Prepared For:

VIDLER
Water Quality Life

3480 GS Richards Boulevard, Suite 101

Carson City, NV 89703

Prepared By:

Manhard
CONSULTING

241 Ridge Street, Suite 400 Reno, NV 89501

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APPENDICES

- Signed Application and supporting application materials
- Tentative Map Plan Set
- Preliminary Drainage Report
- Preliminary Geotechnical Report
- Hydrology and Hydraulics Study

PROJECT LOCATION

The total project area is +/- 166.87 acres and includes three (3) parcels, 016-022-19, -31, and -32. However, the Tentative Map project area (portion to be lotted) is a +/- 62.8 acre portion of the total area. The remaining 104.07 acres includes two (2) remainder parcels. The project site is located south of the Carson River, between Sutro Road and Comstock Road.

Figure 1: Project Location



EXISTING CONDITIONS

The project site is undeveloped. There are existing single family residential homes located south and east of the project site. The Carson River is located north of the project site and property to the west of the site is developed with a single family home and associated agricultural uses.

The site has a Master Plan designation of Low Density Residential (LDR), with a Rural Character District designation and is zoned First Rural Residential District (RR-1) (Title 10) / Rural Residential, 1 Acre Minimum (RR-1) (Title 15).

Figure 2: Surrounding Property Designations

Direction	Master Plan	Zoning (Title 10)	Current Land Use
North	Parks	RR-1, RR-5	Carson River
East	Rural Residential	RR-2, RR-3	Single Family Residential
South	Rural Residential	RR-3	Single Family Residential
West	Low Density Residential Suburban Residential	RR-1	Single Family Residence with agricultural uses

Figure 3: Lyon County Master Plan Designation: Low Density Residential (LDR)

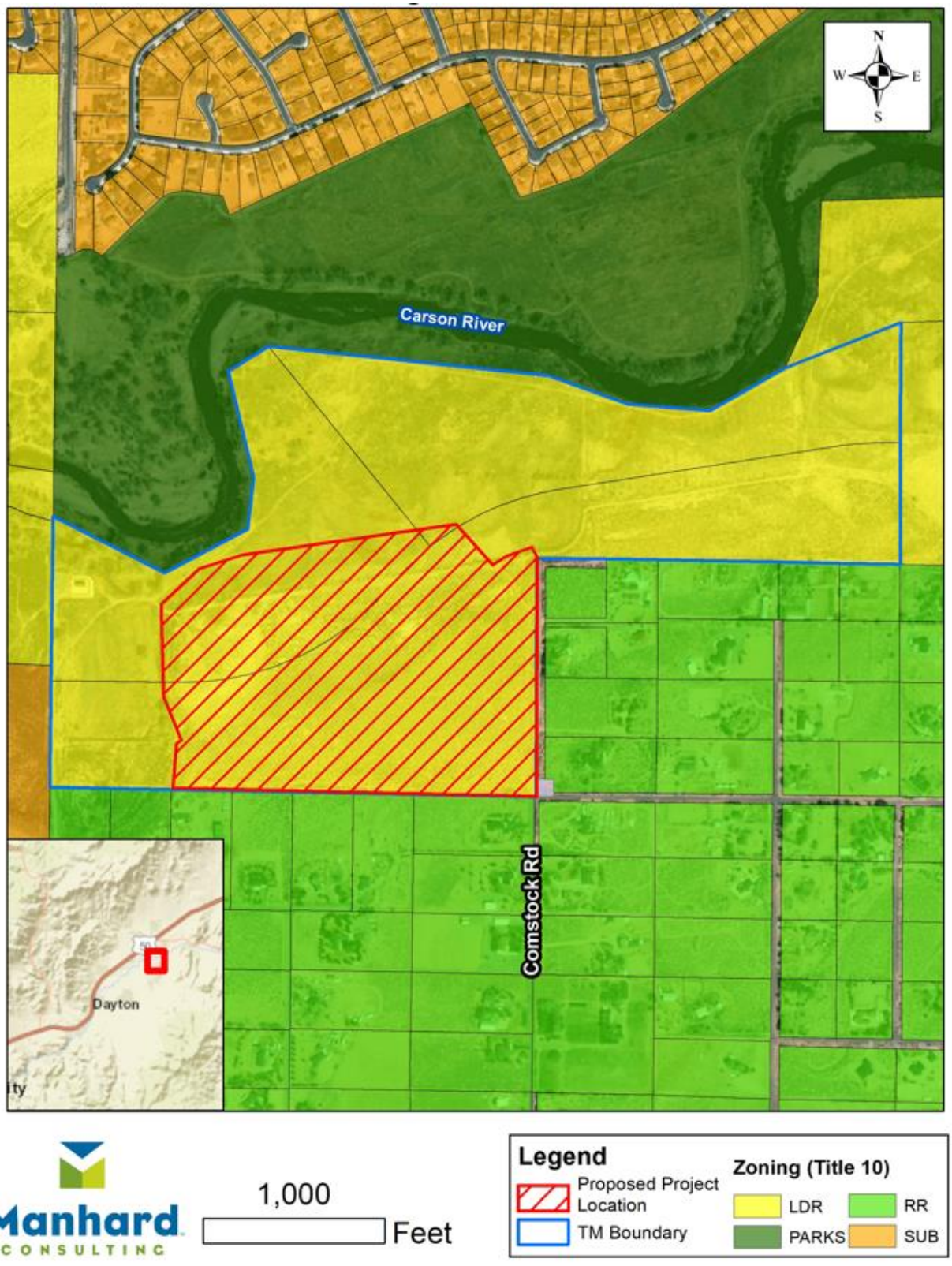


Figure 4: Existing Zoning Designation: Rural Residential, 1 acre minimum (RR-1)

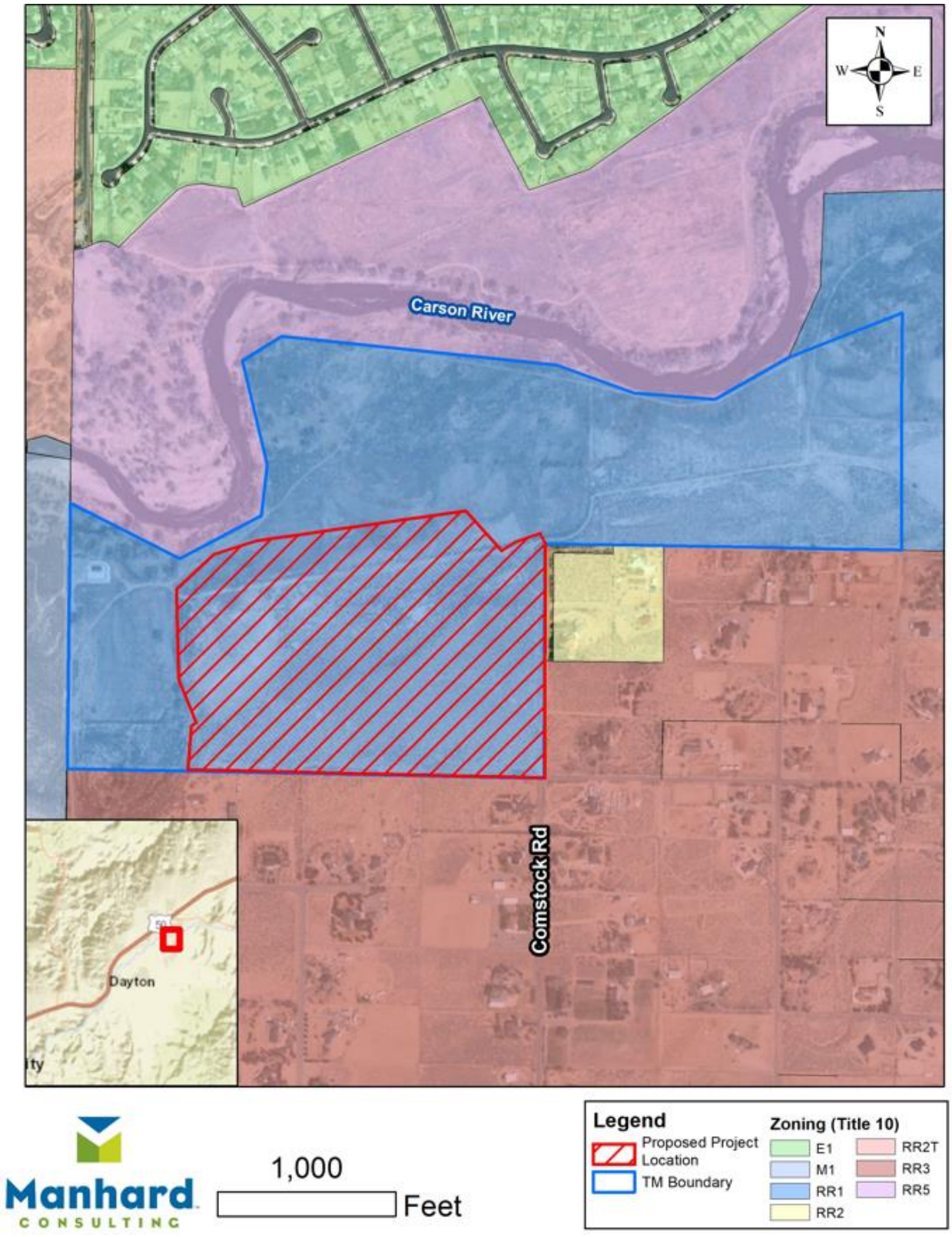


Figure 5: Existing Conditions, Site Photographs

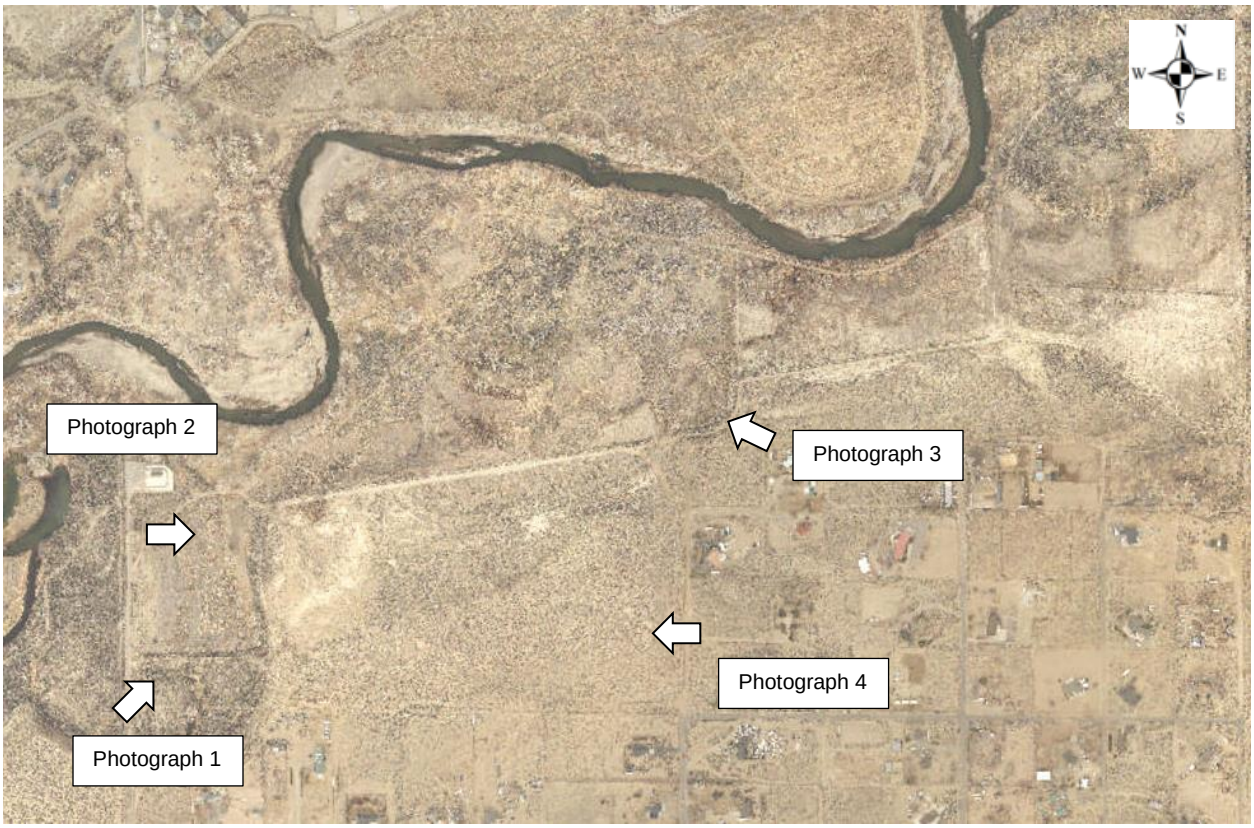


Figure 5: Existing Conditions, Site Photographs, cont.





Figure 5: Existing Conditions, Site Photographs, cont.





APPLICATION REQUEST

The enclosed application is a request for:

> **TENTATIVE SUBDIVISION MAP** to create 49 single family residential lots and two remainder parcels on +/- 166.87 acres.

PROJECT DESCRIPTION AND JUSTIFICATION

River Ranch is a proposed 49 lot single family residential subdivision offering lots ranging from 1 to 2.5 acres in size to complement the existing low density residential development in the vicinity. The proposed Tentative Map project area is 62.8 acres and the overall project density is 0.78 units per acre (49 lots/62.8 acre project area).

The site has been designed to:

- Promote a site design that complements the existing low density residential development to the south, and to the east by providing larger lots adjacent to Comstock Road;
- Preserve adjacent area for open space; and
- Improve fire hydrant availability for existing residential development in the vicinity.

The lots are intended for custom-built homes. As such, home designs are not available at this development stage. Building pads on certain lots are proposed to depict an appropriate buildable location, based on topography and hydrology. Any future development will comply with the requirements of the Lyon County Code. Public water and individual septic systems are proposed for water and sewer service.

Figure 6: Project Summary

Project Summary	
Total Project Area	166.87 acres
Tentative Map Project Area	62.8 acres
Total Number of Lots	49 single family residential lots + 2 remainder parcels
Minimum Lot Size	1 net acre
Smallest Lot	43,586 sq. ft.
Largest Lot	2.5 acres
Proposed Density	0.78 units/acre
Parking Required	98 (2 spaces per unit)
Parking Provided	196 (2 garage spaces, 2 driveway spaces minimum)

Figure 7: Site Plan (full size Site Plan included with application)

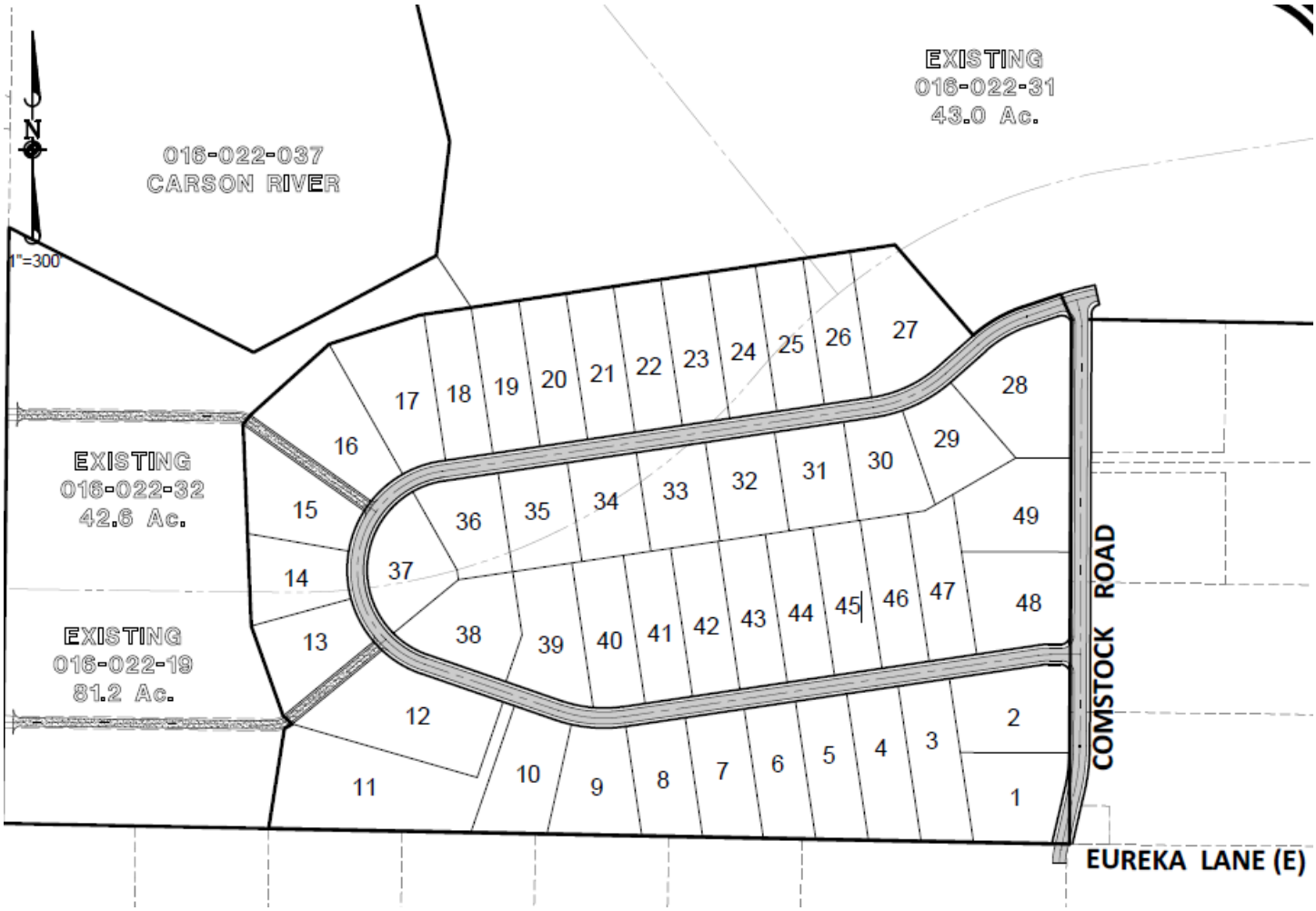
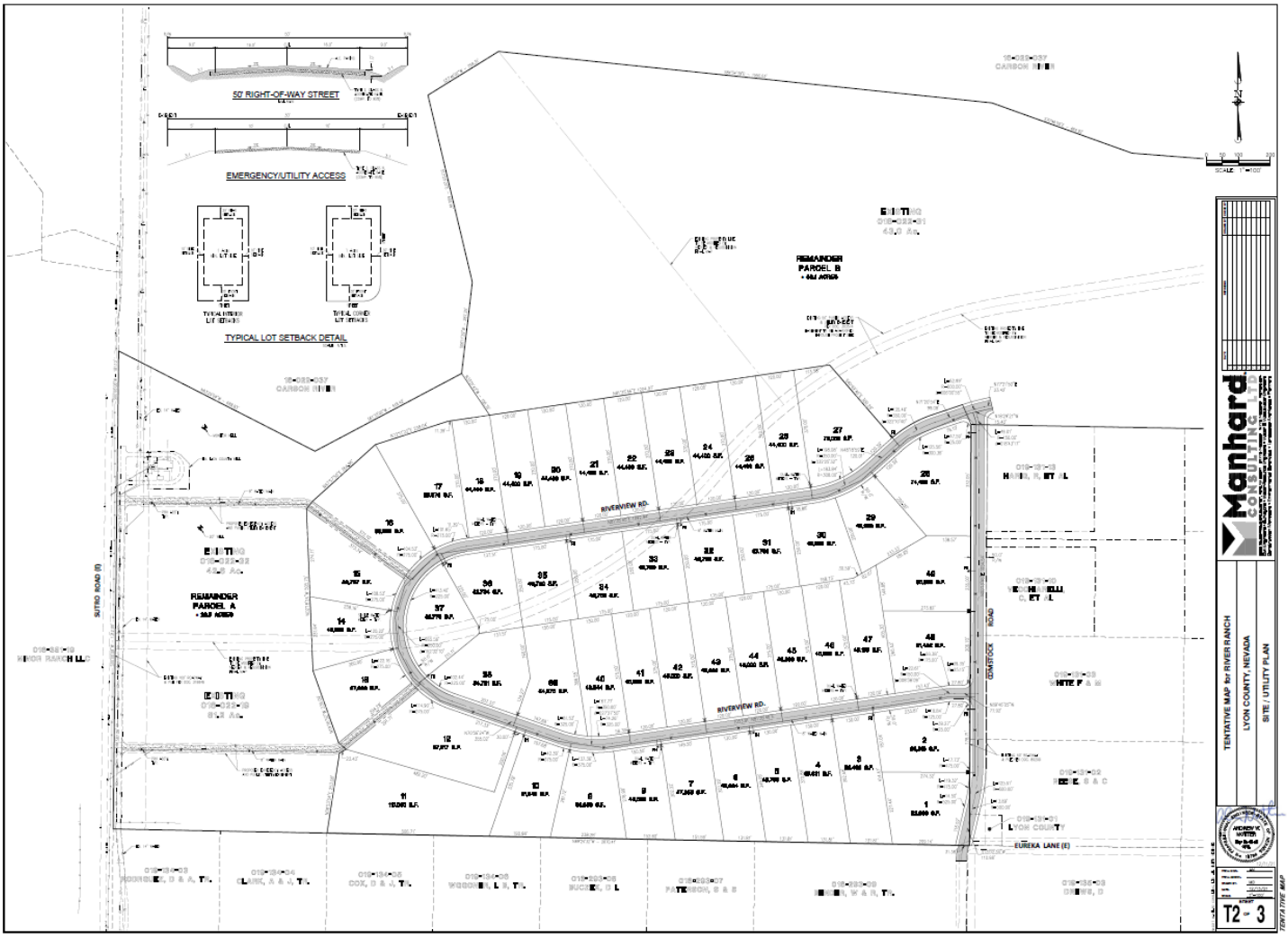


Figure 7: Site Plan, cont.



Development Standards

The proposed residential lots are designed in accordance with RR-1 development standards, including lot area, lot width, setbacks, density, and building height, pursuant to Lyon County Code Section 15.311.05.

Figure 8: RR-1 Development Standards

	Standard	Proposed
Minimum Lot Size	1 net acre	Min. 43,586 sq. ft.
Maximum Density	1 unit per acre	0.78 units per acre
Front Setback	30 feet	30 feet min.
Side Street Setback	30 feet	30 feet min.
Rear Setback	20 feet	20 feet min.
Side Setback	10 feet	10 feet min.
Building Height	35 feet	Will not exceed 35 feet
Lot Street Frontage Width	60 feet *30 feet if located on a cul-de-sac bulb*	Meets requirement

Off-Street Parking

Off-street parking will be provided as follows in accordance with Lyon County Land Use and Development Code Section 15.401:

- A minimum of two (2) off street parking spaces for each single-family lot.

Specific floorplans are not available at this time because the lots are intended for custom-built homes, however it is anticipated that each home will have at least a two car garage and a driveway with an additional two off-street parking spaces.

Figure 9: Parking Calculations

Land Use	# of Units	Spaces Required per Unit	Total Required Spaces	Total Spaces Provided
Single Family Detached	49	2	98	98 garage spaces 98 driveway spaces **196 TOTAL**

Landscaping

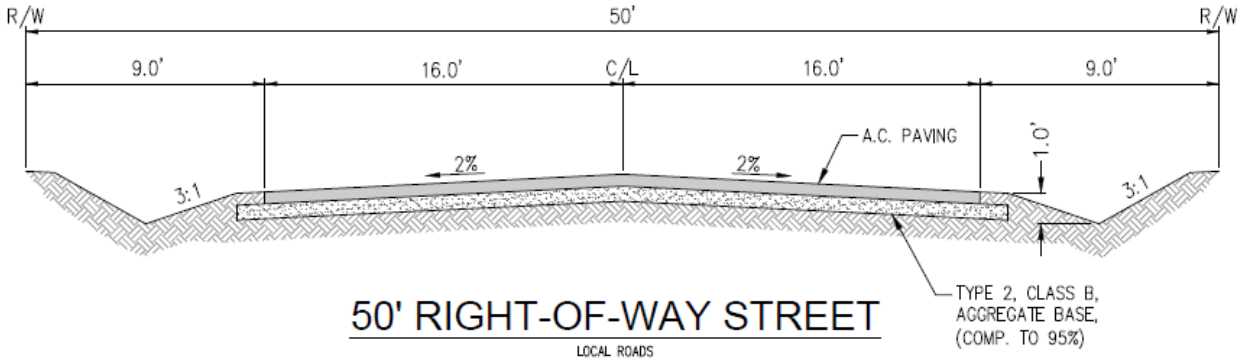
Landscaping for individual lots will be provided and maintained by homeowners. Title 15 Land Use and Development Code, Section 15.402.03(E) requires street trees as part of the subdivision landscape design standards. However, the street trees are to be organized in a formal fashion, between the curb and sidewalk. Curb and sidewalk are not provided with the proposed rural road standard and there is no landscape strip for planting street trees. Trees can be planted in front yards to maintain an attractive streetscape.

PROJECT ACCESS

Vehicular Access

The site is proposed to be accessed by a loop road, with access at two points to Comstock Road. Comstock Road is existing and proposed to be improved to Lyon County rural road standards. The typical roadway section includes a 50 ft. right-of-way, with two travel lanes and roadside drainage.

Figure 9: Street Section



Road Construction and Maintenance

In accordance with Lyon County standards, the development will provide a slurry seal onto the streets and roadways every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the right-of-way for all streets and roadways within the subdivision. The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.

TRIP GENERATION

The following trip generation is provided to demonstrate that the trips associated with the proposed Tentative Map do not meet Lyon County requirements for a traffic study. ITE Trip Generation Manual (10th edition) analyzes vehicle trips per unit of Single Family Detached Housing:

Figure 10: Trip Generation

ITE Land Use	AM Peak Hour	PM Peak Hour	Total ADT
Land Use 210: Single Family Detached Housing	37 trips	49 trips	**463 trips**

HYDROLOGY

The proposed on-site drainage is delineated per the Grading Plan and is included with the Tentative Map. A complete Conceptual Drainage Study is included with this application. A portion of the lots on the northern side of the project will flow north towards the Carson River; a portion of the lots will flow to the west adjacent to the proposed Emergency Access Utility Access roadway and discharge into existing depressions in the topography; and a portion of the lots will discharge in proposed retention/sedimentation ponds along the northern boundary of the project area. The retention/sedimentation ponds will be sized to mitigate any increase in peak discharge from the project area.

SUBDIVISION FEASIBILITY ANALYSIS

In addition to the information provided in this project description, this Subdivision Feasibility Analysis is provided in accordance with Lyon County Code Section 15.607.02(A)(1):

Water Availability

The subject parcels are proposed to be served by public water. Water infrastructure is proposed to connect to the existing 14 inch water main located within the Sutro Road right-of-way and continue through the proposed subdivision. Underground water rights (22.22 acre-feet) for the project site are owned by Lyon County (Permit #72932) and Lyon County Utilities (2 acre-feet) (Permit #88197). Carson River stream water rights (27.23 acre-feet) are owned by Vidler Water Company (Permit #83491). Lyon County Utilities will issue an Intent to Serve letter following review of this Tentative Map application.

Electricity, Telephone, and Natural Gas Availability

Electricity, telephone, and natural gas are available to serve the site. Intent to serve letters from AT&T, NV Energy, and SW Gas are included with this application.

Sewage Disposal

Sewage disposal will be provided by individual septic service, with design reviewed by NDEP. With final design, percolations tests will be performed to meet NDEP review standards.

Fire and Police Protection

The Central Lyon County Fire Protection District provides paramedic, advanced life support, and fire prevention and suppression services to the Dayton Area and will serve this project area. The nearest fire station is 0.8 miles away. The project will also improve fire hydrant availability for existing residential development in the vicinity. The Lyon County Sheriff Department provides police protection services to the area. The closest police department is the Lyon County Sheriff Department 11.4 miles away.

Education Services

Lyon County School District provides education services to Dayton. The closest schools are Dayton High School (3.7 miles), Dayton Intermediate School (3.9 miles), and Dayton Elementary School (3.9 miles). LCSD receives revenue from a School Impact Fee collected by Lyon County, School Operating and School Debt Taxes, and a Distributive School Account (per student). The nearest school bus service stop is approximately 0.6 miles away.

Parks and Recreation Areas

The Carson River (0.1 mile), Dayton State Park (6.5 miles), Lyon County School District recreation facilities (at local schools, 4.3-4.7 miles), little league fields (within 5 miles), Mark Twain Park (11.9 miles), Our Park (6.2 miles), Patriot Park (12.2 miles), Rolling A Open Space (11 miles), Dayton Valley Golf Course (3.4 miles), and Dayton Valley Branch Library (4.9 miles) all provide parks and recreation opportunities for Dayton residents.

Commercial and Shopping Areas

Smith's Shopping Center (7.6 miles), Dollar General (10.6 miles), Dayton Valley Corner Store (4.6 miles), The Grocery Outlet (8.2 miles) are all stores and shopping area opportunities for Dayton residents.

Road Construction and Maintenance

In accordance with Lyon County standards, the development will provide a slurry seal onto the streets and roadways every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the right-of-way for all streets and roadways within the subdivision. The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.

Soils Report, Geotechnical Analysis, and Land Compatibility Analysis

A complete Geotechnical Report that identifies physical characteristics of the land, such as floodplain, slope, vegetation, and soils is provided with this application. As outlined in the Geotechnical Report, the identified geotechnical limitations are relatively common to developments in Lyon County located along the Carson River and are routinely successfully mitigated as part of the site design process.

Restrictive Covenants

There are no restrictive covenants on the project site.

Adjacent Ownership and Use

Adjacent ownership, present use, and zoning or adjacent properties is identified on the Tentative Subdivision Map and in Figure 2 in this project description.

Traffic Impacts

Trip generation from this project is not enough to warrant a traffic analysis because the subdivision will not meet or exceed 80 peak hour vehicle trips or 500 average daily vehicle trips (LCC Section 15.607.02(A)(1)(m)). As shown on the proposed Tentative Subdivision Map, access is proposed from Comstock Road, which is an existing road proposed to be improved to Lyon County Local Road standards to accommodate the increase in trip generation.

Drainage Study and Stormwater Impact Analysis

A Preliminary Hydrology Study, prepared win conformance with the Lyon County Drainage Guidelines, has been provided with this application.

Solid Waste Disposal

Solid waste disposal is provided by Capitol Sanitation.

Soils Report, Geotechnical Analysis, and Land Compatibility Analysis

A complete Geotechnical Report that identifies physical characteristics of the land, such as floodplain, slope, vegetation, and soils is provided with this application.

Location and Placement

N/A- there are no existing structures or manmade features on the project site.

Zoning and Master Plan Designations and Land Uses

Figures 2, 3, and 4 in this project description identify the existing zoning and Master Plan designations and land uses of the surrounding property. There are no off-site structures within 25 feet of the project area property line.

PHASING

It is anticipated that the project will be designed as one phase, however, the developer reserves the right to determine phasing under NRS Chapter 278. Phasing will be in accordance with the Lyon County Code.

FINDINGS

Tentative Map

The project has been designed to meet the requirements of NRS and make the following findings of fact:

1. **The property to be subdivided is zoned for the intended uses and the density and design of the subdivision conforms to the requirements of the zoning regulations contained in this code;**

The proposed project meets the development standards and other requirements associated with the existing RR-1 zoning designation, including use, density, and design.

2. **If located within a planned unit development, the tentative subdivision map conforms to the density requirements, lot dimension standards and other design standards regulations approved for the planned unit development;**

N/A- The proposed project is not located within a planned unit development.

3. **The tentative subdivision map conforms to public facilities and improvement standards contained in the development code;**

This tentative subdivision map conforms to all public facilities and improvement standards contained in the Lyon County Code.

4. **The tentative subdivision map conforms to the improvement and design standards contained in the development code and adopted design criteria and improvement standards;**

The tentative subdivision map conforms to Lyon County improvement and design standards contained in the land use and development code.

5. **If applicable, that a phasing plan has been submitted and is deemed acceptable;**

It is anticipated that the project will be designed as one phase, however, the developer reserves the right to determine phasing under NRS Chapter 278. Phasing will be in accordance with the Lyon County Code.

6. **There are no delinquent taxes or assessments on the land to be subdivided, as certified by the county treasurer;**

There are no delinquent taxes or assessments on the land to be subdivided. Information from the Lyon County Treasurer has been included with the application package.

7. **The project complies with all environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community, or public sewage disposal and, where applicable, individual systems for sewage disposal;**

The tentative subdivision map has been designed to comply with all environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, and individual systems for sewage disposal. Applications have been submitted to NDEP and DWR for their review and approval.

8. **The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;**

An intent to serve letter from Lyon County utilities will be provided with review of this application, which will indicate the availability of water which meets applicable health standards and in sufficient quantity for the reasonably foreseeable needs of the subdivision.

9. **There is adequate access and availability to public services such as schools, police protection, transportation, recreation and parks;**

As detailed in the project description and the Subdivision Feasibility Analysis, the project has adequate access and available to public services such as schools, police protection, transportation, recreation, and parks.

10. **The project is in general conformity with the Lyon County Comprehensive Master Plan, the local community plan, if adopted, and the master plan of streets and highways;**

The tentative subdivision map reflects the Low Density Residential development pattern as shown on the 2010 Comprehensive Master Plan's land use plan for Dayton and is consistent with the Rural Character District, identified in the Master Plan. The project is also in conformance with the master plan of streets and highways.

11. **The project will have no adverse impacts, or provides adequate mitigation of adverse impacts, to existing public streets;**

Trip generation from this project is not enough to warrant a traffic analysis because the subdivision will not meet or exceed 80 peak hour vehicle trips or 500 average daily vehicle trips (LCC Section 15.607.02(A)(1)(m)). As shown on the proposed Tentative Subdivision Map, access is proposed from Comstock Road, which is an existing road proposed to be improved to Lyon County Local Road standards to accommodate the increase in trip generation.

12. **The physical characteristics of the land such as floodplain, slope and soil have been considered and provisions to adequately mitigate adverse impacts of development on the environment have been incorporated; and**

All physical characteristics of the land such as floodplain, slope, and soil have been considered and provisions to adequately mitigate adverse impacts of development on the environment have been incorporated. A detailed conceptual drainage study and geotechnical study have been submitted with this application and include any necessary mitigation measures.

13. **The project demonstrates availability and accessibility of fire protection services, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.**

The project will comply with conditions related to fire protection services, including but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

TENTATIVE MAP
FOR
RIVER RANCH
LYON COUNTY NEVADA

OWNER
VIDLER WATER COMPANY
3480 GS RICHARDS BOULEVARD, Suite 101
CARSON CITY, NEVADA 89703
(775) 885-5000
Attn.: Mr. DAVID A. MERRILL, P.E.

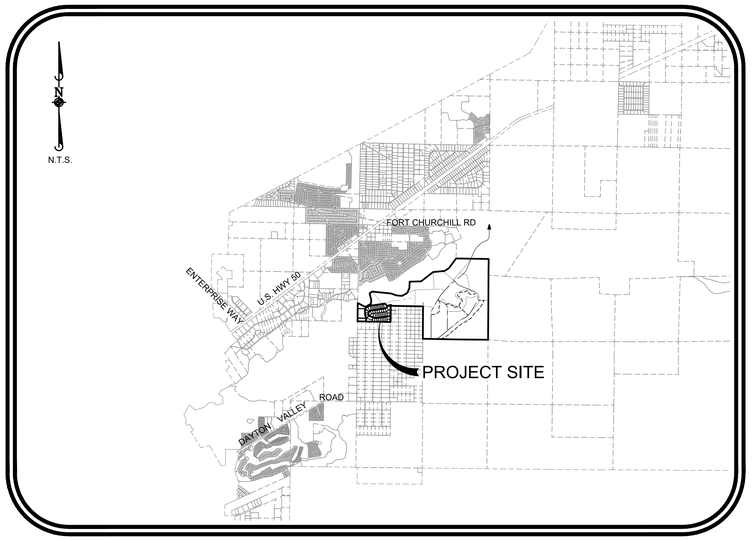
PLANNER/ENGINEER
MANHARD CONSULTING, LTD.
241 RIDGE STREET, St. 400
RENO, NEVADA, 89501
ANDREW MOTTER, P.E.
(775) 746-3500, Ex. 6524

BASIS OF BEARINGS
NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994 (NAD 83/94) DETERMINED USING REAL TIME KINEMATIC GPS (RTK GPS) OBSERVATIONS OF NDOT (NEVADA DEPARTMENT OF TRANSPORTATION) CONTROL MONUMENT 801057. COMBINED GRID TO GROUND FACTOR = 1.000222. ALL DISTANCES SHOWN HEREIN ARE GROUND VALUES.

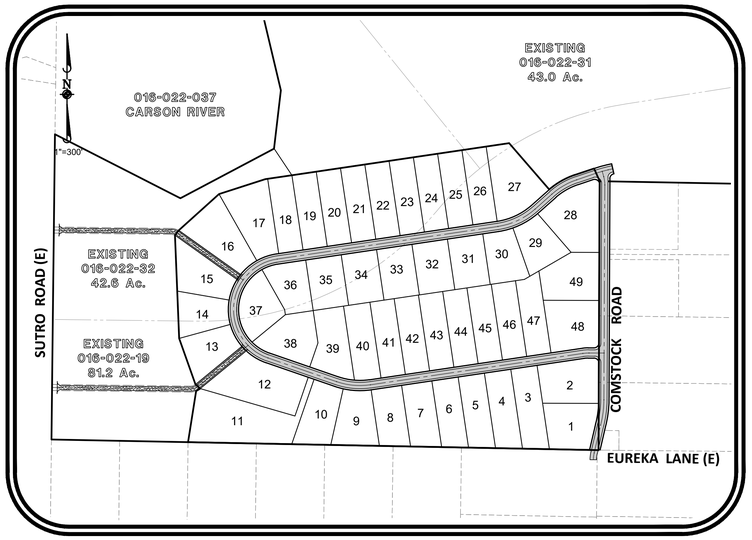
BASIS OF ELEVATION
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS TAKEN FROM NDOT (NEVADA DEPARTMENT OF TRANSPORTATION) CONTROL MONUMENT 801057, HAVING A PUBLISHED ELEVATION OF 4340.46 FEET. 801057 IS DESCRIBED AS BEING FOUND CAP ON REBAR "3209 WINCHELL" AT OR NEAR THE WEST CORNER OF THE 5.044 ACRE PARCEL #98, AS SHOWN ON RECORD OF SURVEY #157760, SHEET 10 OF 11, BY RESOURCE CONCEPTS, INC. (STATION IS APPROXIMATLEY 3' AWAY FROM ANOTHER CAP ON REBAR.)

ABBREVIATIONS

±	APPROXIMATE
AC	ASPHALTIC CONCRETE
AP	ANGLE POINT
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BEGIN CURVE
BW	BACK OF WALK
BVC	BEGIN VERTICAL CURVE
CAP	CAPACITY
C.A.	COMMON AREA PARCEL
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CMU	CONCRETE MASONARY UNIT
CONST.	CONSTRUCT
CP	CONCRETE PIPE
CR	CURB RETURN
DET	DETAIL
Δ	CURVE DELTA
Ø	DIAMETER
DI	DROP INLET
DWY	DRIVEWAY
DR	DIAMETER RATIO
E	ELECTRICAL
EC	END OF CURVE
EG	EXISTING GRADE
ELEV	ELEVATION
EVC	END OF VERTICAL CURVE
(e)	EXISTING
EXIST	EXISTING
FES	FLARED END SECTION
FF	FINISHED FLOOR
FDC	FIRE DEPARTMENT CONNECTION
FFC	FRONT FACE OF CURB
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FT	FEET
G	GAS
GB	GRADE BREAK
HORIZ	HORIZONTAL
HP	HIGH POINT
HS	HOUSE SERVICE
IE	INVERT ELEVATION
INT	INTERSECTION
L	LENGTH
LF	LINEAL FEET
LP	LOW POINT
LT	LEFT
MH	MANHOLE
MDD	MAX DRY DENSITY
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
PCC	PORTLAND CEMENT CONCRETE
PIV	POST INDICATOR VALVE
PL	PROPERTY LINE
PM	PARCEL MAP
POT	POINT OF TANGENT
PR	PRESSURE RATING
PSI	POUNDS PER SQUARE INCH
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POST INDICATOR VALVE
Q	VOLUME FLOW RATE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RET	CURB RETURN
REQ	REQUIRED
RT	RIGHT
R/W	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SF	SQUARE FEET
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
SUB	SUBDRAIN
SW	SIDEWALK
T	TRANSFORMER
t	TELEPHONE
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TOP	TOP OF STEP
TP	TEST PIT
TW	TOP OF WALL
TYP	TYPICAL
VC	VERTICAL CURVE
VG	VALLEY GUTTER
VERT	VERTICAL
VPI	VERTICAL POINT OF INTERSECTION
W	WATER
WM	WATER MAIN



VICINITY MAP



SITE PLAN

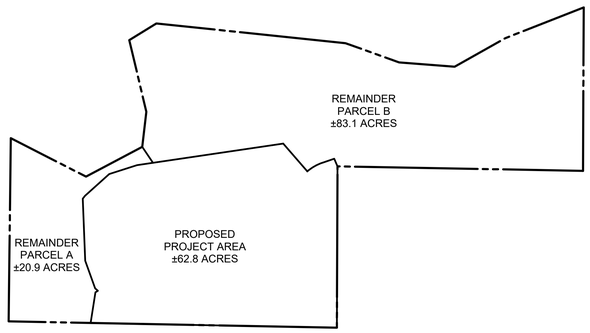
Manhard CONSULTING LTD
9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

SHEET INDEX

T1 . . . . . TITLE SHEET
T2 . . . . . SITE / UTILITY PLAN
T3 . . . . . GRADING PLAN

UTILITY PROVIDERS
CABLE TV: . . . . . CHARTER SPECTRUM
ELECTRIC: . . . . . NV ENERGY
GAS: . . . . . SOUTHWEST GAS
SEWER: . . . . . INDIVIDUAL SEPTIC
SOLID WASTE: . . . . . CAPITOL SANITATION
TELEPHONE: . . . . . A.T.&T.
WATER: . . . . . LYON COUNTY UTILITIES

PROJECT DATA
ASSESSOR'S PARCEL NUMBERS: . . . . . 016-022-19, 31 & 32
PROJECT AREA: . . . . . 62.8± Acres
LOT AREA: . . . . . 57.8± Acres
RIGHT-OF-WAY AREA: . . . . . 4.6± Acres
REMAINDER AREA: . . . . . 104± Acres
TOTAL LOTS: 49
MIN. LOT SIZE: . . . . . 1 Acre
MAX. LOT SIZE: . . . . . 2.5± Acres
AVERAGE LOT SIZE: . . . . . 1.2± Acres S.F.



PROPOSED PARCEL CONFIGURATION
N.T.S

ENGINEER'S STATEMENT
I, ANDREW W. MOTTER, DO HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH ACCEPTED ENGINEERING PROCEDURES AND GUIDELINES, AND ARE IN SUBSTANTIAL COMPLIANCE WITH APPLICABLE STATUES, COUNTY ORDINANCES, AND CODES. IN THE EVENT OF CONFLICT BETWEEN ANY PORTION OF THESE PLANS AND COUNTY CODES, THE COUNTY CODES SHALL PREVAIL.

ANDREW W. MOTTER — P.E. #13794

ANDREW W. MOTTER, CIVIL ENGINEER, STATE OF NEVADA, No. 13794, Exp 12-31-21 CIVIL
12/11/21

DRAWN BY: CHECKED BY:
REVISIONS
DATE

Manhard CONSULTING LTD
9850 Double R Boulevard, Suite 101, Reno, NV 89521 ph 775-746-3500 fx 775-746-3520 manhard.com
Civil Engineers • Surveyors • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

TENTATIVE MAP for RIVER RANCH
LYON COUNTY, NEVADA
TITLE SHEET

PROJ. MGR.: AM
PROJ. ASSOC.:
DRAWN BY: MB
DATE: 12/13/21
SCALE: AS SHOWN

SHEET T1 OF 3

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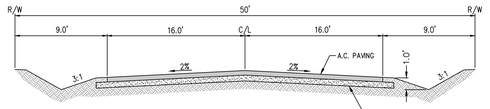
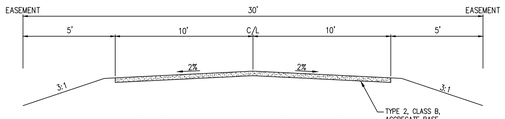
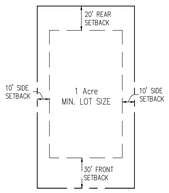
TENTATIVE MAP



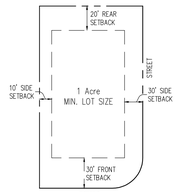
50' RIGHT-OF-WAY STREET
LOCAL ROADS



EMERGENCY/UTILITY ACCESS

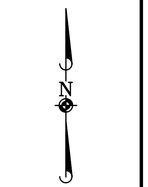


TYPICAL INTERIOR LOT SETBACKS



TYPICAL CORNER LOT SETBACKS

TYPICAL LOT SETBACK DETAIL
SCALE: N.T.S.



16-022-037
CARSON RIVER

S57°46'02"W – 259.31'
S84°34'39"E – 1550.03'
S70°46'30"E – 464.92'
S15°57'27"E – 609.76'
S06°17'29"W – 287.25'
N83°01'45"W – 156.76'
S81°33'02"W – 518.42'
N67°29'04"W – 698.83'
S00°08'08"W – 181.13'
N72°21'22"E 238.04'
N67°57'50"E 284.66'
N02°18'24"W 505.75'
S00°08'08"W – 1312.00'
N08°35'54"E 253.08'
N89°24'32"W – 2670.41'
S13°02'54"W 110.98'

EXISTING
016-022-31
43.0 Ac.

EXISTING PROPERTY LINE TO BE MODIFIED BY MERGER & RESUBDIVISION FINAL MAP

REMAINDER
PARCEL B
± 83.1 ACRES

EXISTING 50' PUBLIC ACCESS & UTILITY EASEMENT PER DOC. 303574 EASEMENT TO BE ABANDONED THROUGH PROJECT SITE

EXISTING PROPERTY LINE TO BE MODIFIED BY MERGER & RESUBDIVISION FINAL MAP

EXISTING
016-022-32
42.6 Ac.

REMAINDER
PARCEL A
± 20.9 ACRES

EXISTING
016-022-19
81.2 Ac.

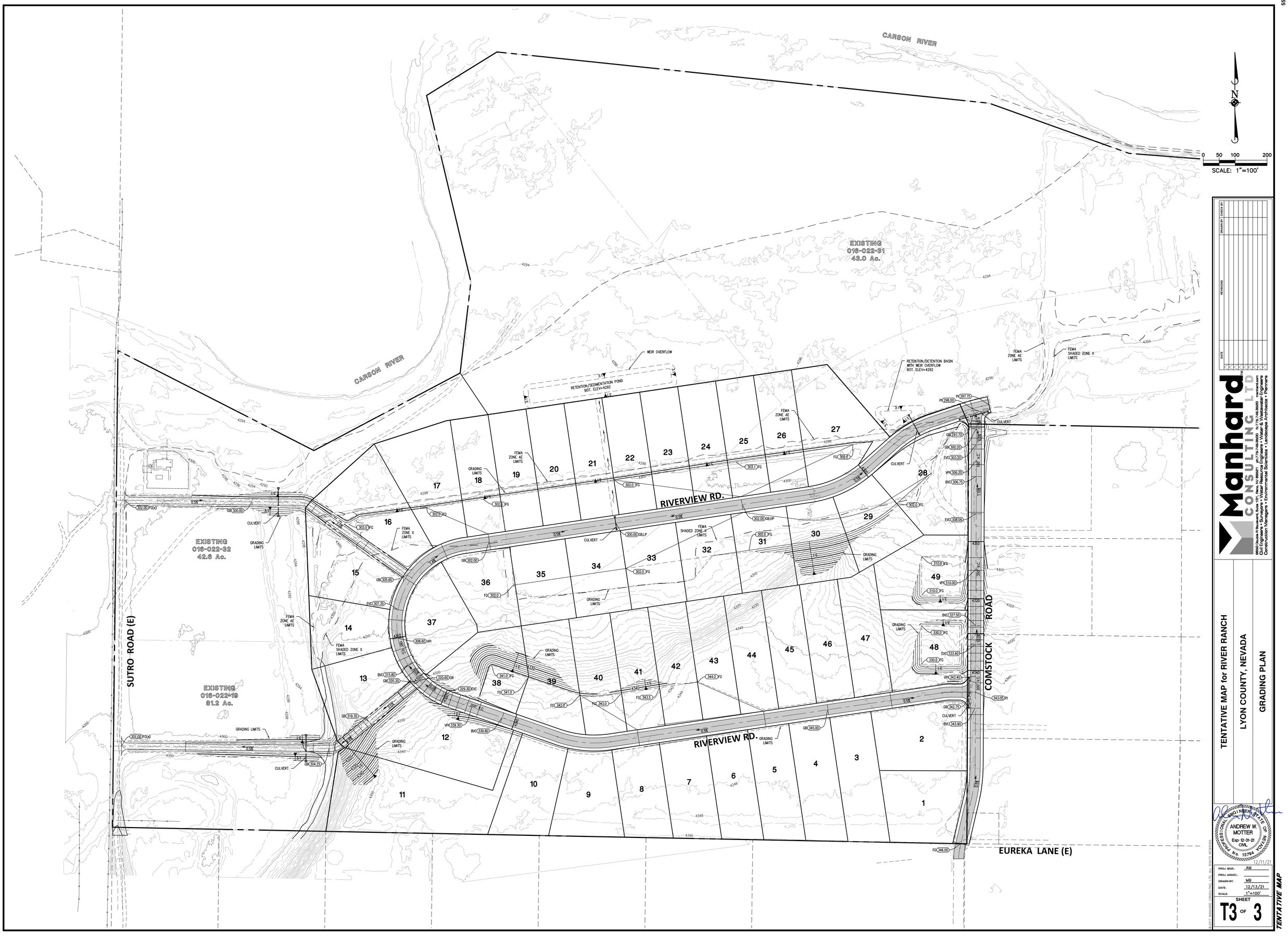
016-351-19
MINOR RANCH LLC

SUTRO ROAD (E)

EX. 14" WATER
MONITOR WELL
EX. LYON COUNTY WELL
8" WATER MAIN
PRV ASS'Y. TYP.
PROPOSED EMREGENCY ACCESS AND PUBLIC UTILITY EASEMENT
20" WELL
EXISTING 100' ROADWAY & PUE PER DOC. 216846

RIVERVIEW RD.

| | | |



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Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY	CHECK BY

TENTATIVE MAP for RIVER RANCH

LYON COUNTY, NEVADA

GRADING PLAN

PROFESSIONAL ENGINEER STATE OF NEVADA
ANDREW W. MOTTER
Exp: 12-31-21
CIVIL
No. 13794
12/11/21

PROJ. MGR.:	AM
PROJ. ASSOC.:	
DRAWN BY:	MB
DATE:	12/13/21
SCALE:	1"=100'

SHEET
T3 OF 3

TENTATIVE MAP

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Request to Reserve/Change Street Name(s)

Project Information

Project Name: River Ranch

Project Street Address: N/A

Community: Dayton Valley Section(s)/Township/Range: T16 R22 S3 and 4

Assessor's Parcel number(s)	Assessor's Parcel number(s)	Assessor's Parcel number(s)
016-022-32	016-022-31	016-022-19

Street Name Requests

☐ Request to Reserve New Street Name(s) ☐ Request to Change a Street Name(s)

Present Street/Road Name(s): N/A

Requested Street/Road Name(s) *(List in alphabetical order and attach additional sheets if needed)*

Riverview Road	

If final recordation has not occurred within two (2) years, it is necessary to submit a written request for extension of the street name reservation(s) prior to the expiration date of the original approval request.

Applicant Information

Applicant/Developer	**Professional Consultant/Representative**
Name: Vidler Water Company	Name: Manhard Consulting, Ltd.
Address: 3480 GS Richards Blvd, Suite 101	Address: 241 Ridge Street, Suite #400
City: Carson City State: NV Zip: 89703	City: Reno State: NV Zip: 89501
Phone: Fax:	Phone: 775-321-6538 Fax:
Cell: Contact: David Merrill, P.E.	Cell: Contact: Karen Downs
Email: dmerrill@vidlerwater.com	Email: kdowns@manhard.com

For Official Use Only

County Agency Review

				Initials	Date
☐ Approved	☐ Approved except where noted	☐ Denied	Lyon County Building Dept.		
☐ Approved	☐ Approved except where noted	☐ Denied	Lyon County Planning Dept.		
☐ Approved	☐ Approved except where noted	☐ Denied	Lyon County Road Department		
☐ Approved	☐ Approved except where noted	☐ Denied	Lyon County Sheriff's Dispatch		
☐ Approved	☐ Approved except where noted	☐ Denied	Central Lyon County Fire Dist.		
☐ Approved	☐ Approved except where noted	☐ Denied	Mason Valley Fire Dist.		
☐ Approved	☐ Approved except where noted	☐ Denied	North Lyon County Fire Dist.		
☐ Approved	☐ Approved except where noted	☐ Denied	Smith Valley Fire Dist.		

Please refer to Street Naming Criteria pursuant to 11.07.14(A)(11) of the Lyon County Code (See next page).

Manhard CONSULTING

Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

December 13, 2021

Mr. Rob Pyzel, Senior Planner
Lyon County Planning Department
27 S. Main Street
Yerington, NV 89477

RE: JUSTIFICATION LETTER REGARDING FLOOD HAZARD REDUCTION PER 15.800.13
APN'S 016-022-19, 016-022-31, AND 016-022-32

Dear Mr. Pyzel,

The Conceptual Drainage Study for River Ranch and the Tentative Map for the River Ranch project do include areas that within a Special Flood Hazard area. The northern portion of the project has lots that are within the FEMA identified Zone AE and Shaded Zone X Flood Hazard Areas. The remainder of the project is not within a Special Flood Hazard area.

The portion of the lots that are in the Zone AE area will not be disturbed with the exception of the construction of stormwater retention/sedimentation ponds. The Shaded Zone X portions of these lots will be graded to meet the standards required in Title 15 section 15.800.13.

Sincerely,

Andrew W. Motter, PE
Operations Manager



NEVADA DIVISION OF
ENVIRONMENTAL
PROTECTION

STATE OF NEVADA
Department of Conservation & Natural Resources
Steve Sisolak, *Governor*
Bradley Crowell, *Director*
Greg Lovato, *Administrator*

December 28, 2021

RECEIVED
JAN - 3 2022
LYON COUNTY COMM DEVEL
PLANNING DIVISION

Kerry Page
Planning Department
27 South Main Street
Yerington, NV 89447

Re: Tentative Map – River Ranch
49 Lots in Lyon County

Dear Kerry Page:

The Nevada Division of Environmental Protection (Division) has reviewed the above referenced subdivision and recommends denial of said subdivision with respect to water pollution and sewage disposal. The engineer indicated that all lots would have individual septic systems. There was insufficient information for the Division to perform a technical review of the tentative map and evaluate the method of sewage disposal.

The engineer will need to submit to the Division the *Minimum Information Required for the Review of a Subdivision Proposing to Use Septic Systems*. Particularly the section labeled "Information Required for a Leachfield Review". Processing of the tentative map will be on hold until the necessary information is received. After the information is received, the Division reserves the right to request other pertinent information to evaluate the proposed method of sewage disposal.

If you have any questions regarding this letter, please contact me at (775) 687-9439 or amholt@ndep.nv.gov.

Sincerely,

April Holt

April Holt, PE
Technical Services, Compliance, and Enforcement
Bureau of Water Pollution Control

Enclosed: Minimum Information Required for the Review of a Subdivision Proposing to Use Septic Systems

cc: David Merrill, PE – Vidler Water Company, 3480 GS Richards Blvd., Ste. 101, Carson City, NV 89703

ec: Kerry Page – Lyon County
Andrew Motter, PE – Manhard Consulting, Ltd.
David Bruketta – Lyon County
Katrina Pascual, PE – NDEP

Control No. 14469

Nevada Division of Environmental Protection
Bureau of Water Pollution Control
901 S. Stewart St., Suite 4001
Carson City, NV 89701

Minimum Information Required for the Review of a Subdivision Proposing to Use Septic Systems

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Please note, in accordance Nevada Administrative Code 625.610 and pursuant to NRS 625.565, all surveying maps and records, and all engineering plans, specifications, reports or other documents that are submitted to obtain permits, are released for construction or are issued as formal or final documents to clients, public authorities or third parties must bear:

- **The signature of the licensee in non-black ink;**
- **The stamp or seal of the licensee;**
- **The date of signing; and**
- **The expiration date of the license of the licensee.**

Map requirements:

1. Project Name, Legal Description, and Physical Location.

2. Name, address, phone number of engineer/surveyor.

3. Public Land Surveyor or Professional Engineer Stamp, Signature in non-black ink and date.

4. Statement labeling the map
   a. Provide the number of lots/units
   b. Method of sewage disposal
   c. Method of water supply

5. Elevation contour lines at a minimum of five feet intervals.

Information Required for a Leachfield Review:

1. Results of the percolation test(s)
   a. Tests must be done as prescribed in NAC 444.796
   b. The number of percolation test required for a map should be:
      4 tests/ten acres (or fraction thereof) and 1 test for each additional 10 acres (or fraction thereof)

      EXAMPLE: for a 67 acre site:
      4 + 5.7 = 9.7 or 10 percolation tests required

   c. The test holes must be done at the location(s) of the proposed leachfield(s). Provide a map which illustrates the test sites locations.
2. A soils classification at the proposed leachfield
   a. Soil examination pit(s) are to be dug at least five feet below the bottom of the proposed leachfield trench.
   b. Description of the color, texture, and structure of the soils, and any noted variation in these properties through the layers of the soils in the pits and/or logs. Also note any saturation or moisture in the soils which may indicate seasonal high groundwater.
   c. Description of prominent features such as roots, fines, caliche (or other impermeable zone), bedrock, etc., which could impact effluent movement.
3. Provide the depth (feet) to the seasonal high groundwater level at the proposed leachfield sites)
4. Give the location of all wells within 400 feet of the site on a map. State whether the wells are hydraulically down-gradient of the site.
5. Give the location (on map or sketch) of all surface water sources (i.e. stream, pond, ditch, lake, spring, etc.) within 500 feet of the proposed leachfield site(s) Note whether the surface water sources are down-gradient or up-gradient of the site.
6. State whether the nearest community sewer collection line is over 400 feet away from the site boundary.
7. If the density of the development is greater than 2 lots per acre, calculate whether the nearest available sewer is further than a distance in feet calculated by multiplying the number of lots in the subdivision by 100. (e.g. 20 lots in 5 acres, 100 x 20 = 2000 feet).
8. Provide the plan for septage disposal (conventional septic systems, denitrifying units or mound or engineered systems).
9. State the relationship of the site to the 50-year and 100-year flood plains.
10. Describe all past land usage at the site. (e.g. agricultural, mining, industrial, etc.)
11. Transcribe a circle with a 2,979-foot radius from the center of the property. Count the total number of equivalent dwelling units (EDU's) inside this circle which are on or proposed to be on, septic systems. (Note: This will involve contacting the local planning department to get the number of approved but not yet built lots.)

    _____ EDU's on septic systems inside square mile circle.

    1 EDU is defined as a unit producing 350 gallons per day of sewage.

LYON COUNTY UTILITIES DEPARTMENT
34 Lakes Blvd. Suite 103
P.O. Box 1699
Dayton NV 89403
Phone (775) 246-6220 Fax: (775) 246-6223
www.lyon-county.org

Sent via email to kdowns@manhard.com

January 4, 2021

Ms. Karen Downs
Manhard Consulting
241 Ridge Street Suite 400
Reno, NV 89501

RE: Intent to Serve letter for tentative map approval – Water (with additional comments about Water and Sewer) for the River Ranch Subdivision in Dayton NV.

Dear Ms. Downs:

The Lyon County Utility Department (LCUD) intends to serve water to the River Ranch subdivision. The project, as described, is located on APN: 016-022-19, 016-022-31, & 016-022-32, which is within LCUD's service area, and consists of 49 single-family residential lots. This letter shall not be construed to guarantee that the service will be provided. LCUD reserves the right to deny or limit the water connections provided to ensure that growth within the service area does not exceed the available resource capabilities.

LCUD's ability to serve water will depend on the developer providing the water rights that have met all requirements set forth by the State Engineer and LCUD. The developer shall bear any system improvements and expansion needs created by this project, along with the costs associated with the water rights and engineering review.

The developer is required to apply for service through LCUD and must adhere to the requirements outlined in the Lyon County Code, and any specific Conditions of Approval as identified in the Report of Planning Commission Hearing & Action approved by the Board of County Commissioners. The Board shall approve any developer or reimbursement agreements. The term and conditions associated with this letter are valid for one year from the date of issuance, and it is incumbent upon the developer to request a renewal before expiration.

Additional conditions of approval shall apply prior to a final subdivision map:

- Water - the applicant proposes connecting to a water transmission main that currently only provides water flow in one direction from a high-pressure zone to a lower pressure zone. The applicant shall submit an engineered solution to address supply redundancy.

- Sewer - the applicant proposes individual septic systems for each lot. The applicant shall submit an engineered solution that addresses concerns with the placement of septic systems within a wellhead protection area.

If you have additional questions, please don't hesitate to contact me.

Sincerely,

David M Bruketta

David Bruketta
Utilities Director
cc: Melissa Whitt and Sean Sinclair – Lyon County

Gmail

Rob Pyzel <rpyzel@lyon-county.org>

RE: PLZ-2021-116 River Ranch-Tentative Subdivision Map Submittal

2 messages

Elizabeth Mink <emink@centralfirenv.org> Thu, Dec 23, 2021 at 11:01 AM
To: Shannon Juntunen <sjuntunen@lyon-county.org>, "AWolfson@dot.nv.gov" <AWolfson@dot.nv.gov>, Juan Andrade <jandrade@ndep.nv.gov>, Dustin Homan <dhoman@lyon-county.org>, Andrew Haskin <ahaskin@lyon-county.org>, Chuck Reno <chuck@farrwestengineering.com>, Audrey Allan <aallan@lyon-county.org>, Danny Sommers <danny@farrwestengineering.com>, Holly Villines <hvillines@lyon-county.org>, Phil Reimer <preimer@farrwestengineering.com>, Jason Grahmann <JGrahmann@lyon-county.org>, "hsibley@ndow.org" <hsibley@ndow.org>, "Perkins, Katherine (NV Energy)" <katherine.perkins@nvenergy.com>, "kpascual@ndep.nv.gov" <kpascual@ndep.nv.gov>, David Bruketta <dbruketta@lyon-county.org>, Melissa Whitt <mwhitt@lyon-county.org>, Jennifer Cleppe <jcleppe@centralfirenv.org>, Rob Pyzel <rpyzel@lyon-county.org>, "BROOK, SHANNON R" <sb2565@att.com>, Steve Young <steven.young@swgas.com>, Audrey Allan <aallen@lyon-county.org>, Vida Keller <vkeller@lyon-county.org>

Hello, The Fire District has no specific comments. This project, as are all residential projects since July 1, 2021, is subject to International Wildland Urban Interface Code (2018) compliance. Each house and lot layout will need to be approved by the fire department as building permits are being issued. The lots which make direct contact with the Wildland will be required to either provide a green belt for separation form the wildland interface or non-combustible fencing. Lots interior to the Wildland Urban Interface are not required to have non-combustible fencing. These houses will fall under Ignition Resistance Class 3, located in chapter 5 of the IWUIC. Please include details of IWUIC compliance with submitted plan sets.

Please see the following standard comments;

Central Lyon County Fire Protection District regularly consults with business and residents to ensure they are aware of and understand that the International Fire Code and other adopted codes will apply to their project or question. Information, opinion, and assistance provided prior to submission of detailed plans/drawings for review is based on general concepts, not specific details, and shall not be considered binding during the plan review process. To submit plans for fire review; complete the plan review application, available online at centrallyonfire.org, provide associated fees and three (3) hard copies of the plans. Please provide a digital copy of the plans and make arrangements with me for digital approvals.

As of July 1, 2021, Central Lyon Fire District requires fire plan review for all residential projects built within the fire district. Please find relevant code information and the fire and life safety plan review application on our website at www.centrallyonfire.org. Please submit one hard copy of site and building plans along with the application and appropriate fees to the Central Lyon Fire administrative office located at 246 Dayton Valley Rd. Suite 106 Dayton, NV 89403 (775) 246-6209. Arrangements can be made to accept electronic materials for submittal. For questions please contact Elizabeth Mink, Deputy Fire Marshal or Jennifer Cleppe, Fire Prevention Specialist at (775) 246 6209.

Thanks,
liz

Elizabeth Mink

Deputy Fire Marshal

Central Lyon Fire

246 Dayton Valley Rd.

Suite #106

Dayton, NV 89403

775 246 6209 office

775 508 9141 mobile

Duty hours Tuesday through Friday 0800 to 1800

The office of Fire Prevention at Central Lyon Fire will be closed from December 24nd to January 3rd 2022.

From: Shannon Juntunen <sjuntunen@lyon-county.org>
Sent: Monday, December 20, 2021 12:39 PM
To: AWolfson@dot.nv.gov; Juan Andrade <jandrade@ndep.nv.gov>; Dustin Homan <dhoman@lyon-county.org>; Andrew Haskin <ahaskin@lyon-county.org>; Chuck Reno <chuck@farrwestengineering.com>; Audrey Allan <aallan@lyon-county.org>; Danny Sommers <danny@farrwestengineering.com>; Holly Villines <hvillines@lyon-county.org>; Phil Reimer <preimer@farrwestengineering.com>; Jason Grahmann <JGrahmann@lyon-county.org>; hsibley@ndow.org; Perkins, Katherine (NV Energy) <katherine.perkins@nvenergy.com>; kpascual@ndep.nv.gov; David Bruketta <dbruketta@lyon-county.org>; Melissa Whitt <mwhitt@lyon-county.org>; Elizabeth Mink <emink@centralfirenv.org>; Jennifer Cleppe <jcleppe@centralfirenv.org>; Rob Pyzel <rpyzel@lyon-county.org>; BROOK, SHANNON R <sb2565@att.com>; Steve Young <steven.young@swgas.com>; Audrey Allan <aallen@lyon-county.org>; Vida Keller <vkeller@lyon-county.org>
Subject: PLZ-2021-116 River Ranch-Tentative Subdivision Map Submittal

Good morning,

Please see the attached submittal materials for PLZ-2021-116, River Ranch Tentative Subdivision Map application.

This application will be going before the Planning Commission February 8, 2022.

If you have any comments or concerns please forward them to Senior Planner, Rob Pyzel at rpyzel@lyon-county.org by January 10, 2022.

Happy Holidays

Shannon Juntunen

Administrative Assistant

Lyon County Community Development

27 S. Main St.

Yerington, NV 89447

Phone: 775-463-6592

sjuntunen@lyon-county.org

Rob Pyzel <rpyzel@lyon-county.org> Thu, Dec 23, 2021 at 11:13 AM
To: Elizabeth Mink <emink@centralfirenv.org>

Thank you Liz!
Happy Holidays,

Rob Pyzel,
Senior Planner
Lyon County Planning Department
(775) 246-6135; X-2473
rpyzel@lyon-county.org

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quoted text hidden]

Gmail

Rob Pyzel <rpyzel@lyon-county.org>

Re: PLZ-2021-116 River Ranch-Tentative Subdivision Map Submittal

2 messages

Dustin Homan <dhoman@lyon-county.org> Tue, Jan 4, 2022 at 11:23 AM
To: Rob Pyzel <rpyzel@lyon-county.org>

Rob,

They will need to improve Comstock RD from Como Rd north to the end, with full street improvements. They will need to use the Orange Book roadway sections attached, for all of their roads.

Thank you,
Dustin

On Mon, Dec 20, 2021 at 12:39 PM Shannon Juntunen <sjuntunen@lyon-county.org> wrote:

> Good morning,
> Please see the attached submittal materials for PLZ-2021-116, River Ranch Tentative Subdivision Map application.
> This application will be going before the Planning Commission February 8, 2022.
> If you have any comments or concerns please forward them to Senior Planner, Rob Pyzel at rpyzel@lyon-county.org by January 10, 2022.
>
> Happy Holidays
>
> **Shannon Juntunen**
> Administrative Assistant
> Lyon County Community Development
> 27 S. Main St.
> Yerington, NV 89447
> Phone: 775-463-6592
> sjuntunen@lyon-county.org

--
Dustin Homan
Road & Fleet Director
Lyon County Road Department
775-463-6551 EX 1223 (Office)
e-mail: dhoman@lyon-county.org

LCPW roadway sections.pdf
64K

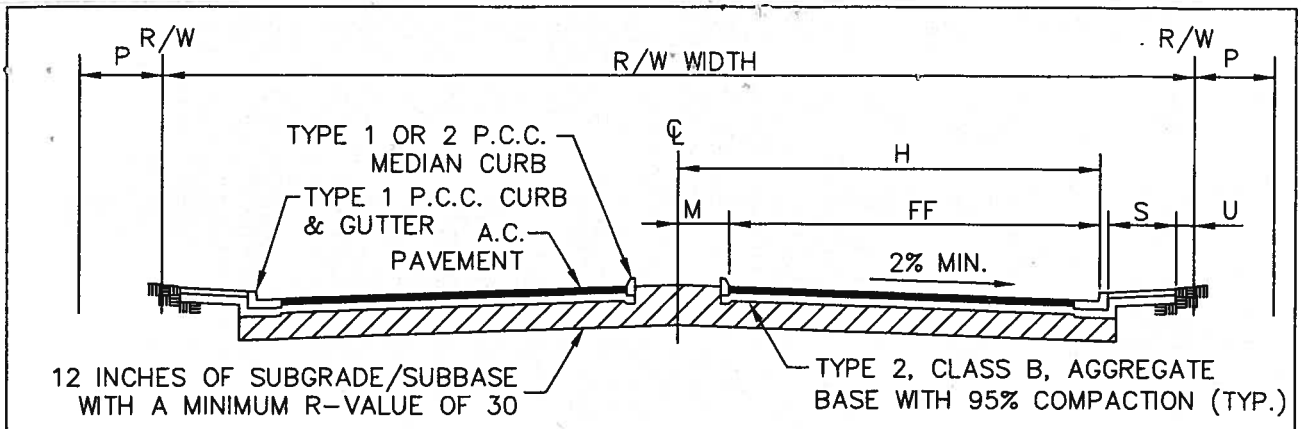
Rob Pyzel <rpyzel@lyon-county.org> Tue, Jan 4, 2022 at 11:34 AM
To: Dustin Homan <dhoman@lyon-county.org>

Thank you sir!

Rob Pyzel,
Senior Planner
Lyon County Planning Department
(775) 246-6135; X-2473
rpyzel@lyon-county.org

Definition of caveat emptor: a principle in commerce: without a warranty the buyer takes the risk.

[Quoted text hidden]



R/W WIDTH	H	FF	M	S	U	P (MIN.)	A.D.T. (MAX)	TYPE	REMARKS
100	43	36	7	5	1.5	7.5	–	MAJOR ARTERIAL	TRAFFIC STUDY REQUIRED
80	34	–	–	5	0.5	7.5	15,000	MINOR ARTERIAL	MIN. 6" AC W/ 12" AGG. BASE
60	21	–	–	5	3.5	7.5	8,000	MAJOR COLLECTOR	MIN. 5" AC W/ 10" AGG. BASE
50	18	–	–	4	2.5	7.5	2,000	MINOR COLLECTOR (RESIDENTIAL)	MIN. 4" AC W/ 8" AGG. BASE
50	18	–	–	4	2.5	7.5	500	RESIDENTIAL ROADS	MIN. 3" AC W/ 6" AGG. BASE

NOTES:

1. FF AND H ARE MEASURED TO THE FRONT FACE OF CURB.
2. CURB & GUTTER SECTIONS SHALL BE POURED SEPARATELY FROM SIDEWALK SECTIONS.
3. STRUCTURAL SECTION SHALL BE DETERMINED BY ENGINEERING DESIGN BASED ON R-VALUE TESTING, BUT IN NO CASE SHALL THE A.C. BE LESS THAN THE MINIMUM SHOWN. SUBGRADE/SUBBASE R-VALUE SHALL BE VERIFIED/CERTIFIED IN WRITING BY PROJECT GEOTECHNICAL ENGINEER.
4. A.C. SURFACES SHALL BE SEALED IN ACCORDANCE WITH LYON COUNTY STANDARDS.
   a. OIL FOR ALL A.C. MIXES SHALL BE PG-64-28NV.
   b. MIX DESIGNS FOR MAJOR AND MINOR ARTERIAL STREETS SHALL CONSIST OF 75 BLOW MARSHALL MIXES WITH TYPE 2 AGGREGATE AND TARGET 4% AIR VOIDS.
   c. MIX DESIGNS FOR MAJOR AND MINOR COLLECTORS SHALL CONSIST OF 50 BLOW MARSHALL MIXES WITH TYPE 2 AGGREGATE AND TARGET 4% AIR VOIDS.
   d. MIX DESIGNS FOR RESIDENTIAL STREETS SHALL CONSIST OF 50 BLOW MARSHALL MIXES WITH TYPE 3 AGGREGATE AND TARGET 3% AIR VOIDS.
5. ADDITIONAL R/W MAY BE REQUIRED ON ARTERIAL STREETS AT INTERSECTIONS.
6. WIDER SIDEWALKS ARE TO BE PROVIDED WHEN REQUIRED BY THE COUNTY ENGINEER.
7. RESIDENTIAL DRIVEWAY ACCESS SHALL NOT BE ALLOWED ON COLLECTORS WHERE THE A.D.T. IS GREATER THAN 2,000.
8. SLOPE EASEMENTS MAY BE REQUIRED IN CERTAIN TERRAIN TO ACCOMMODATE THE ROADWAY SECTION.
9. MINIMUM 10 FT PUBLIC UTILITY/TRAFFIC CONTROL SIGNAGE/PLOWED SNOW STORAGE EASEMENT IS REQUIRED ON BOTH SIDES OF R/W.
10. ASPHALT CONCRETE TESTING: IN ADDITION TO THE STANDARD SPECIFICATIONS SAMPLING AND TESTING, LYON COUNTY MAY REQUIRE PLANTMIX AGGREGATE AND OIL SAMPLING AT THE ASPHALT PAVING PLANT. IF AGGREGATE SAMPLING IS REQUIRED, IT SHALL BE FROM THE BINS AND SHALL BE TESTED TO DETERMINE CONFORMANCE WITH TABLES 200.02.03-I AND 200.02.03-II OF THE STANDARD SPECIFICATIONS. IF OIL SAMPLING IS REQUIRED IT SHALL BE TESTED TO VERIFY CONFORMANCE WITH TABLE 201.02-IV OF THE STANDARD SPECIFICATIONS. TESTING SHALL BE AT LEAST ONCE PER JOB PERMIT AND EVERY 5,000 TONS OF MATERIALS USED IN THE BITUMINOUS MIXTURE.

NO.	REVISION	DATE
1	SPELLING	10-14-86
2	CLM	3-1-05
3	CLM	6-4-12

STANDARD DETAIL FOR PUBLIC WORKS CONSTRUCTION

ROADWAY SECTIONS
URBAN AND SUBURBAN AREAS

SECTION
LYON COUNTY

DRAWING NO.
L-1 (314, 319)

DATE 6-12

PAGE 1

Citizen Advisory Board

Letter of Transmittal

AGENDA ITEM 9.a.

Meeting Date: 2/2/22

Advisory Board: Dayton Citizens Advisory Board

Item or Topic of Concern:

7. For Possible Action: PLZ-2021-116/River Ranch Merger & Re-subdivision/ Tentative Subdivision Map APNs: 016-022019; 016-022-31; 016-022-32

Has the board agendized this item and taken action? Yes ☑ No ☐

Recommendations and/or suggested alternatives:

The DRAB moves for recommendation of approval because The tentative subdivision map reflects the Low Density Residential development pattern as shown on the 2010 Comprehensive Master Plan's land use plan for Dayton and is consistent with the Rural Character District, identified in the Master Plan. The project is also in conformance with the master plan of streets and highways.

Please select which board this item is to be brought before:

Board of Commissioners ☑, (and/or) Planning Commission ☑

What, if any, recommendation does the Advisory Board have:

DRAB moved to recommend Item 7, River Ranch Merger & Re-subdivion/Tentative Subdivion Map.

Submitted By: Elaine St John, Secretary Date: 2/2/22

Mail to: Lyon County Managers Office, 27 S. Main Street, Yerington, NV 89447

Email to: elopez@lyon-county.org

Gmail

Kerry Page <kpage@lyon-county.org>

Public Comment

D Kelly <dave.kelly34@gmail.com> Tue, Feb 8, 2022 at 9:46 AM
To: kpage@lyon-county.org

Good Morning,

I own one of the properties on Dayton Valley road on the way to this proposed sub division and it is pure insanity to consider adding that many homes at the end of this rural two lane road. The traffic is bad enough as it is now and creating a potential 500 more daily vehicle trips will create a nightmare scenario for us that live out there now.

David Kelly

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: 49 acre lot subdivision

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 3:01 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Katie McDonald** <broadhorns86@yahoo.com>
Date: Mon, Feb 7, 2022 at 2:43 PM
Subject: 49 acre lot subdivision
To: kpage@lyon-county.org <kpage@lyon-county.org>

To Whom it may concern,

We reside at 706 Dayton Valley Road. Most residents in the Dayton Ranches area have two vehicles. With close to 200 homes in this area that can mean as many as 400 vehicles give or take on any given day. What road does this developer plan on getting another 98 vehicles out of the area? Comstock Road, Sutro, and Dayton Valley Road are not designed to handle another 100 vehicles. THIS IS A RURAL AREA. The minimum size acreage on the north side of Dayton Valley Road is 2 acre parcels. Last but not least, that area has flooded. I am specifically referring to the flood of January1, 1997 when all of Dayton was pretty much under water. Take a tour down to the end of Comstock Road. You will see parts of trees, trunks, and debris which still cover the landscape from that flood of 97. Though we have not had a flood of that degree since, but is a given it is not if but when. These developers come in, build their subdivisions then often leave the state with no after thought of what disasters may come in the future leaving homes and people vulnerable. We are strongly against this subdivision going in.

Thank You

Katie McDonald

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

CONFIDENTIALITY NOTICE: This e-mail is intended only for the use of the individual or entity named herein. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in the reliance on the contents of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the Department immediately.

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: 02/07/2022 Planing Commission Hearing

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 2:35 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

another one

AGENDA ITEM 9. A.

---------- Forwarded message ---------
From: **Duncan Lee** <vintageautodlee@gmail.com>
Date: Mon, Feb 7, 2022 at 2:21 PM
Subject: 02/07/2022 Planing Commission Hearing
To: <kpage@lyon-county.org>

Mr. Page: This is Wm. Duncan Lee, 225 Comstock Rd, Dayton, NV 89403. My wife and I have lived at this address since 2004 where we built our home in the quiet and openness of Dayton Ranchos. We have been very happy here, enjoying the quiet days and nights, watching our neighbors walk there little children up and down Comstock Rd. on warm summer nights with almost no traffic to worry about. It seems that Lyon Co. now wishes to bring all that to an end.

The increase in traffic once the proposed subdivision at the end of our street is complete will be terrible. The noise alone will make life difficult, but the danger of all the cars and trucks will be deadly sooner or later.

When we bought our five-acre lot we wondered if we might someday wish to subdivide the property. I contacted the Lyon Co. engineer and inquired about the restrictions of doing so. He informed me that all the area here was restricted to a minimum of five-acre lots. Of course, that has been allowed to be broken and we do have one or two lots that, indeed, have been subdivided. Now, the county is getting ready to approve the construction of single family houses on 49 parcels to the north of our five-acre properties. I see no logic in this whatsoever, except the increase in property taxes that will be paid to the county.

I hope to join in the Zoom meeting tomorrow if I can. But, I wish to here let the Planning Commission know that I am 100% OPPOSED to this project.

To be constructive, I offer an alternative plan for the subdivision.
First, stop the paved portion of Comstock Rd. where it ends now on the north end.
Second, construct an eight feet minimum height wall from Comstock Rd. to Sutro road. This provides a sound and sight barrier for the Ranchos.
Third, require a five-acre per lot minimum.
Fourth, require the ingress and egress to and from the new development be at the North-East corner of the property; then proceeding to a bridge over the Carson River to connect to Shaves Lane and on to Highway 50. Alternatively, extend Sutro Rd. to the river and put the bridge there. I apologize to the residents on Sutro Rd.

I'm sure this plan will never be considered, but it emphasizes my objection to the current plan before the Planning Commission.

Sincerely,
Wm. Duncan Lee

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

Gmail

Kerry Page <kpage@lyon-county.org>

Dayton Valley-Vidler water

Laurel Barrett <barrettlaurel@rocketmail.com> Mon, Feb 7, 2022 at 6:48 PM
To: kpage@lyon-county.org

On behalf of my family who live in the Dayton ranches strongly oppose this development. Our infrastructure will not support the continued growth in this area. In case of an emergency there is only one way in and one way out.
Sent from my iPhone

Gmail

Kerry Page <kpage@lyon-county.org>

Opposition to new homes 016-022-19, 016-022-31, 016-022-32

Linda Aguire <ls_aguire@hotmail.com> Wed, Feb 9, 2022 at 8:31 AM
To: "kpage@lyon-county.org" <kpage@lyon-county.org>

I am writing to oppose the 1 acre lots for RR1, first these homes will be required to be zone flood zone, secondly there needs to better road improvements due to egress.. The roads already are not made for the homes past Quail. Thirdly how is the water going to affect the current wells in the area. How is the sewer going to be dispersed, the use of septic tanks would not be feasible.

Please reconsider the use of these parcels.

Sincerely
David Linda Aguire
Potosi Road resident

Get Outlook for iOS

Gmail

Kerry Page <kpage@lyon-county.org>

Vidler Water Co proposal for Dayton Bridge

Margot Easley <margote97@me.com> Tue, Feb 8, 2022 at 8:28 PM
To: kpage@lyon-county.org

FOR THE RECORD
Margot Easley
Stagecoach, Nevada

Honorable Commissioners of Lyon County :
I oppose this proposal for the following reasons:
1. At the January 6,2022 BOCC meeting, Jeff Page stated the County needed to mitigate the wild fire danger to homes in Lyon County. If you allow this proposal, Vidler Water Co. will see to the development of the large parcels of land it owns along the road to the bridge resulting in a huge amount of homes. These homes will create a Wildfire safety issue that our fire departments will not be equipped to handle. According to many experts the foremost reason for the immense damage to property this year was due to the encroachment of urban/suburban building to wild areas. These homes will be next to an open area of wild grass and native brush. Those states impacted by the terrible wildfires this summer have included as a key point to their wildfire plan the need for extra concern where development of residential areas meet forests and rangelands. In Lyon County this is the fastest-growing land use type being developed and that raises the wildfire risk for all our communities.

2. Vidler Water Co., an 11 million dollar Corporation traded on the New York Stock Exchange, will do what it has always done, make millions from this proposal. Additionally it will be put in a position to claim the BLM land buffer between Dayton & Stagecoach, depriving Dayton citizens of our open land use. As a taxpayer, I object to taxpayers money being used to pay for this Company's real estate speculation. It will if Lyon County enters into this agreement, because you'll also utilize government funding. It's a mark of intelligence to question a Company's methods, means and motives. Could we actually do this better by sending out for bids? Why not do it differently? I personally believe it is time the County's land use and planning practices concerning development demands reconsideration.

3. Currently at another BOCC meeting the Sheriff stated he hasn't the staff or the budget to comply with the Legislative upcoming legal demands. If this is the state for just this one infrastructure how can you, as representatives of the people of Lyon County accept such an increase of population into the area ?

4. A shorter, more acceptable direct route to the river could be made that would come out across the Hwy from either Occidental or Riverboat. Either road desperately needs a stoplight. There have been numerous wrecks and several fatalities there and it's not at the bottom of a hill. Vidler owns most of the land along Comstock where a road to these would have to be built, so they don't entirely leave a loser.

5. I believe that the Director of The Building Dept., Ron Pyzel has a history with Vidler Water Company and feel that he should make that history known to the Commissioners and to the Public at any County meeting about this proposal. I also believe that the County Manager should explain ALL his dealings in the past with Vidler Water Company to the Commissioners and make them known to the public prior to any ruling on this proposal. This isn't an attempt to sully anyones good name, I just think transparency makes for better government and decisions.
Respectfully submitted,
Margot Easley
Stagecoach Resident

Sent from my iPhone

Gmail

Kerry Page <kpage@lyon-county.org>

Dayton Valley tentative subdivision Map

sharonjohnson7272@gmail.com <sharonjohnson7272@gmail.com> Mon, Feb 7, 2022 at 5:42 PM
To: kpage@lyon-county.org

We reside on Potosi Rd in Dayton. We object to the 49 lot residential development that is being considered on 62 acres. We moved here to live in a rural area & we ask that you maintain the current minimum of 2-1/2 acre or 5 acre lot size. We object due to the increase in traffic & crime that would result.
Jim & Sharon Johnson

Sent from my iPhone

Vidler Water Company, Inc. - River Ranch Merger & Re-subdivision/Tentative Subdivision Map

1 message

Sharon Scott <sharonscott@hsne50.com> Tue, Feb 8, 2022 at 8:00 AM
To: kpage@lyon-county.org

To Lyon County Planning Commissioners:

I am opposed to the approval of the proposed 49-acre lot subdivision at the end of Comstock Road. I understand it is to be comprised of one-acre lots as per the master plan. All the homes along Comstock and the surrounding area are either 2-1/2 acres or 5 acres; therefore, any new homes to be built at this location should be on a minimum 2-1/2 acre lot. Forty-nine homes built would mean a huge influx of vehicles traveling on Comstock Road and Dayton Valley Road on a daily basis. Both roads are chip seal and slurry seal, up to the golf course area and are not structurally sound to handle the additional construction traffic during the build or the residential traffic after completion of the subdivision. Are the taxpayers to be responsible for repair and maintenance of these roads? I am also opposed to 49 septic systems in such a small area right next to a flood plain. It is also a wellhead protected area. The December 28, 2021 report from April Holt of the Nevada Division of Environmental Protection stated that there was insufficient information for the Division to perform a technical review of the map and evaluate the method of sewage disposal.

I believe the Planning Commission should deny any merger and re-subdivision based on the points stated; furthermore, more residential public comment should be taken under consideration by the Planning Commission.

Thank you,

Sharon Scott

Dayton Resident

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Proposed Development on Comstock Road

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 4:45 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Mark Bender** <mbender3816@gmail.com>
Date: Mon, Feb 7, 2022 at 3:30 PM
Subject: Proposed Development on Comstock Road
To: <kpage@lyon-county.org>

I strongly object to the proposed subdivision on Comstock Road for several logical reasons, and I cannot see how it benefits anyone currently living in the existing ranches in the area. All of the existing ranches in the area are 2 ½ to 5 acres in size and adjoining forty-nine one acre lots would devastate our current way of life with more traffic and a host of other problems. And, quite frankly, it simply does not fit.

If the county insists on allowing this subdivision, the lots should be at least 2 ½ acres each, and the entrance to this unit should come off Sutro Road. Sutro Road is wider and better suited to this addition and the utilities to it would be coming from there anyway. Not only that, it would certainly help with traffic on Dayton Valley Road and the existing ranches if the county stuck to it's original 2010 master plan and put the bridge across the Carson River from Sutro Road to Cardelli Road as originally proposed.

Water and septic systems are another potential problem. All of the existing ranches are supplied with individual water wells, some with very elaborate and expensive filtration systems. Supplying this new subdivision with the county well on the north end of Sutro Road has the potential of lowering the water table for those existing ranches. Also, adding another forty-nine septic systems in close proximity to the county well and others could cause another major problem.

I strongly urge you to reconsider this subdivision as proposed by the developer. It doesn't seem to benefit anyone in the area except them.

W. Mark Bender

330 Comstock Road

Dayton, NV

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Comstock Road Development

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 4:46 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Robin Bender** <rgbender7@gmail.com>
Date: Mon, Feb 7, 2022 at 3:35 PM
Subject: Comstock Road Development
To: <kpage@lyon-county.org>

The new proposed subdivision plan for Comstock Road, in my opinion, would prove to be a major disservice to the residents currently living in the area.

I understand that Dayton is a growing area and that development is considered "progress" but what exactly is progress? Is adding 49 additional homes in an area without regard for the people who currently live here a benefit? And who actually benefits?

I am concerned about the traffic it will cause on Comstock Road, but even more importantly, I am concerned about what will happen to the water table and septic systems. I believe the disadvantages outweigh the positives.

There are three schools on Dayton Valley Road. The access to the proposed subdivision by way of Comstock adds even more congestion to an area that is already experiencing growth pains.

I urge you to reconsider this new proposed plan and to find another area that will be more suitable.

Regards,

Robin G. Bender
330 Comstock Road
Dayton, NV

--
"No one can make you feel inferior without your consent"
Eleanor Roosevelt

--

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Vidler Water Company - River Ranch Merger & Re-subdivision

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 1:16 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Charles Volkland** <csvnevada@gmail.com>
Date: Mon, Feb 7, 2022 at 12:51 PM
Subject: Vidler Water Company - River Ranch Merger & Re-subdivision
To: kpage@lyon-county.org <kpage@lyon-county.org>

Dear Planning Commission

As a property owner (310 Imperial Rd.) near the proposed subdivision I am concerned by the proposed housing density of 1 acre. This is a rural area with a majority of the surrounding properties at 2 1/2 and 5 acres. The 1 acre lot size is going to negatively impact the rural character of the area. I purchased property in this area to enjoy the open spaces and rural settings.

I am opposed to the subdivision at the 1 acre lot size. 5 acre to 2 1/2 acre lots would be acceptable from my point of view.

Thanks for accepting my comments.

Sincerely,
/s/ Charles S. Volkland

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: PUBLIC COMMENT

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 1:16 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Ol' Duffer** <iraduffer@gmail.com>
Date: Mon, Feb 7, 2022 at 12:50 PM
Subject: PUBLIC COMMENT
To: kpage@lyon-county.org <kpage@lyon-county.org>

Planning Commission Meeting February 8, 2022

Please consider this as my objection to Item 9.a. on the agenda. I request that my e-mail be read aloud to the commissioners and public in attendance as I am unable to attend in person due to physical limitations. I respectfully request this item be continued to a future meeting as residents received their first notice of this potential subdivision a few days ago. I would also like to request that a hearing be held locally to allow property owners to have their voices heard on this important quality of life issue for all of the residents living on the five acre parcels adjacent to the proposed subdivision as many may be unable to travel to Yerington. I have many concerns about this proposal which I am unable to outline in this email for public comment.

As background information and the reason for my concerns and objection, please consider the following statements. I have lived at 355 Comstock Road for the past 40 plus years on the 5 acre parcel directly across the road from the proposed subdivision. In fact, the south/east entrance/exit (identified on the map as Riverview Road) is right in the middle of my property along Comstock Road. The close proximity to the end of my driveway presents a dangerous situation when you consider the potential for 49 vehicles driving by on their way south on Comstock Road and back again past all 5 acre parcels lining the road on their way to Dayton Valley Road. This relates back to the loss of quality of life since people would no longer be able to walk with their children and/or pets or ride their horses safely along the road.

As I said previously, there are many more concerns such as 49 septic systems, etc. And as you are well aware, commissioners have a duty and responsibility to preserve and provide areas of larger parcels and breathing space for potential new residents and not just approve numerous subdivisions where there is no breathing room and homes are just lined up one against the other.

Thank you for your consideration of my comments and those of my neighbors who are also concerned about our area.

Sincerely,

Marilyn White
P.O. Box 349
Dayton, NV 89403
775-246-0664

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Zone change between Comstock Rd and Sutro Rd. , in Dayton, Lyon County, Nevada, south of the Carson River

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 1:15 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: <llpickles2004@aol.com>
Date: Mon, Feb 7, 2022 at 1:12 PM
Subject: Zone change between Comstock Rd and Sutro Rd. , in Dayton, Lyon County, Nevada, south of the Carson River
To: kpage@lyon-county.org <kpage@lyon-county.org>, whenderson@lyon-county.org <whenderson@lyon-county.org>, kgray@lyon-county.org <kgray@lyon-county.org>, dhockaday@lyon-county.org <dhockaday@lyon-county.org>, vkeller@lyon-county.org <vkeller@lyon-county.org>, rjacobson@lyon-county.org <rjacobson@lyon-county.org>

This change would impact on Water, Schools, Fire, Ambulance, and Law enforcement.
At this time we can safely, walk. ride bicyles, horses, etc.
The impact of this zone change, to allow a 49 unit developement, would be detrimental to the life style we enjoy. The reason many of us came to this beautiful and peaceful area.
I have lived here and raised my children here since 1964. I believe 1 acre lots are too small.
PLEASE VOTE NO ON THIS ZONE CHANGE
Sincerely,
Linda L. Pickles

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Dayton Ranch Community Development

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 11:43 AM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

again...please and thank you!

---------- Forwarded message ---------
From: **vbruno3rd@yahoo.com** <vbruno3rd@yahoo.com>
Date: Sun, Feb 6, 2022 at 3:32 PM
Subject: Dayton Ranch Community Development
To: KPAGE@LYON-COUNTY.ORG <KPAGE@lyon-county.org>

This email is pertaining to the Vidler water company, Inc-River Ranch merger & Re-Subdivsion.

Our names are Victor and Krystina Bruno, we live at 100 Potosi Rd. We moved out here just over a year ago to get away from the MASSES. We have a nice little community out here. The majority of the lots out here are 5 acre parcels. I personally disagree with the proposed development and we would probably sell and move. It would be a real shame for a builder to come out here and put houses on one acre parcels, considering the existing lots are five acres. I am the Owner of Bruno's Plumbing. Being a plumbing contractor, I am not against developments. But there is enough land in this county that you don't have to screw over the current land owners to build in THIS neighborhood. So I guess you would say we are DEAD SET against this.

Thank you for your time,

Victor and Krystina Bruno

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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02/07/2022

Lyon County Board of Commissioners
Kerry Page
Planning Commission
27 South Main Street, Yerington NV 89447

RE: Lyon County Planning Commission Meeting Item 9a Dated 02/08/2022

PLZ-2021-166 Merger & Re-subdivision/Tentative Subdivision Map – River Ranch

Dear Lyon County Board of Commissioners:

I am a homeowner that will be directly impacted by this subdivision. We moved out to the Dayton Ranches area specifically to be in a more rural area. While I am under no illusions that developments WILL come to the area. I firmly believe they should be in line with existing properties. The proposed 1 acre lots are simply not in line with the rest of the adjacent properties. At the minimum, these should be subdivided into 2.5-5 acre lots to coexist with the current lots out here. Additionally, after reading the staff report, several items are incorrect. I have listed out below the concerns with the recommendations on the staff report:

Item G-There already are water pressure issues in the area along with "boil orders" that come up. There is no way that the current water holding tanks can provide for the building that is currently happening along with this new proposed subdivision for the "foreseeable future" without an additional water storage plan that they builder should fund.

Item H-Being this far out comes with some hazards that we are well aware of. Being further away from public services is one of those. Currently there is NOT a full time staffed fire department, police or medical services near this location.

Item J-This is an outright lie. Adding more people into this small infrastructure means more traffic by default. Unless the county is planning on applying imminent domain, the streets are small in this area and this will greatly increase traffic. There will be back ups as people try to get to work and parents take kids to school. The busses that pick up and drop off kids have to where to go, so they have to stop in the street to let the children off.

Sincerely,

Virginia Stephens

215 Imperial Dr, Dayton NV 89403

Gmail **Shannon Juntunen <sjuntunen@lyon-county.org>**

Fwd: Meeting

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 11:45 AM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

I missed one.

---------- Forwarded message ---------
From: **Claire Sorensen** <olemems2020@gmail.com>
Date: Mon, Feb 7, 2022 at 10:14 AM
Subject: Meeting
To: <kpage@lyon-county.org>

We oppose the development of sub division purposed between the end of Comstock Rd and Sutro Rd south of Carson River in Dayton No.
Chuck Felder. 775 256 O253
Claire Sorensen 775 315 709
Thank you
Sent from my iPhone

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: PUBLIC COMMENTS - RE RIVER RANCH MERGER AND RE-SUBDIVISION

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 12:25 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

Here's another.

---------- Forwarded message ---------
From: **Craig Sharp** <craig-sharp@sbcglobal.net>
Date: Fri, Feb 4, 2022 at 4:19 PM
Subject: PUBLIC COMMENTS - RE RIVER RANCH MERGER AND RE-SUBDIVISION
To: <kpage@lyon-county.org>

I would like to express my opposition to this lot merger.

This development goes against a number of the Tennent's spelled out in the 2020 Master Plan. With the merger, this will have homes built on the promontory overlooking the Carson river which will restrict mountain views looking Southeast from the river and the Dayton area north of the river. (policy NR8.1)

This development will "leapfrog" (policy LU2.1) higher density development into a very low (2.5 acre min) area. In addition, there is no existing sewer connection available (also policy LU2.1) This development proposes to use 49 septic systems (and their associated leach fields) within very close proximity to the Carson river and its floodplain!

This development has the possibility of contaminating water supplies due to the large number of leach fields and close proximity to surface water. The developer should be required to extend the city sewer system to the new development area at no cost to the county. (policy NR3.1 and policy FS1.1)

This development has as its main ingress and egress, a loop connecting to Comstock Rd. This is quite literally the end of the road which goes against policy TR1.3 which states "Discourage single-access neighborhoods and dead-end streets."

This development also will affect the "dark night sky and scenic views" as stated on page 5.2 of the 2020 Master Plan.

Our Dayton ranches area does not have any street lights to adversely affect the dark night sky. We very much would like this to remain. (policy NR8.2)

If these lots were to be increased to 2.5 acre or larger to fit with the existing lot sizes, then this development would conform to the existing rural character of this area as shown on the Dayton Character map in the 2020 Master plan.

Thank you,

Craig Sharp

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: 49 unit developement,Dayton

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 12:28 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

another

---------- Forwarded message ---------
From: <elpickles2004@aol.com>
Date: Mon, Feb 7, 2022 at 12:03 PM
Subject: 49 unit developement,Dayton
To: kpage@lyon-county.org <kpage@lyon-county.org>, whenderson@lyon-county.org <whenderson@lyon-county.org>, kgray@lyon-county.org <kgray@lyon-county.org>, dhockaday@lyon-county.org <dhockaday@lyon-county.org>, vkeller@lyon-county.org <vkeller@lyon-county.org>, rjacobson@lyon-county.org <rjacobson@lyon-county.org>

This is to request that you deny the proposed 49 unit developement between Comstock and Sutro roads in Dayton Valley. This would greatly affect our quality of life, would increase traffic a lot, impact water and services. Those of us who live here, chose to live a rural lifestyle, that is why we live here. We enjoy the open space the peace and quiet, not living on top of your neighbor. We are able to safely ride horses, bicycles walk along our roads. Some have horses or other livestock, large gardens pretty much whatever. Some of us have lived here 40 to 55 years some much less but we all love our rural lifestyle. I have met quite a few people who would love to have 5 acres and think what we have is great!. So please deny the the proposed developement and keep us rural!

Evelyn Pickles

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Kerry Page <kpage@lyon-county.org>

Dayton Ranches Area Meeting, 8 February 2022

Shauna Reese <shaunareese1@gmail.com> Mon, Feb 7, 2022 at 6:52 PM
To: kpage@lyon-county.org

To: Planning Commission,

As a resident of the Dayton Ranches Area from November 2014 to present, I am requesting that you reconsider this proposal for the following reasons:

1. Upon moving into our home on the corner of Eureka and Comstock, I reached out to Lyon County administration requesting a petition to gain the additional acreage as part of our property. We currently have 4.8 acres of the property with Lyon County owing the remainder. When I was denied, I had asked them if they could come "maintain" their part of the property to which I received no response.

2. We are struggling with speeding neighbors at an alarming rate. There are NHP officials living in our area and the speeding continues (Not suggesting that is their job, but there is no fear of consequences). There are children, family pets, and livestock all around these 5 acre properties as that was our intent in purchasing the property in the first place.

3. What is the plan for additional schools, daycares, and bus drivers? This is the current struggle.

4. The roads are horrible out here. The roads were recently slurried, yet they stopped at Comstock and DVR. There was a weird selective process for the roads that were slurried out here that offers no explanation.

5. If this plan continues to proceed, I propose a solution. Put up a brick wall similar to the one that lines DVR near the golf course so we can continue to have some privacy. There are many of us out here that have worked a lifetime to get a piece of property such as the ones in Dayton Ranches.

6. I am a recently retired veteran and I was looking forward to enjoying some peace and quiet without all the commotion that would surround this plan.

Thank you for your consideration.

V/r
Shauna Reese

Gmail

Kerry Page <kpage@lyon-county.org>

Public Comment

D Kelly <dave.kelly34@gmail.com> Tue, Feb 8, 2022 at 9:46 AM
To: kpage@lyon-county.org

Good Morning,

I own one of the properties on Dayton Valley road on the way to this proposed sub division and it is pure insanity to consider adding that many homes at the end of this rural two lane road. The traffic is bad enough as it is now and creating a potential 500 more daily vehicle trips will create a nightmare scenario for us that live out there now.

David Kelly

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Vidler Water Company - River Ranch Merger & Re-subdivision

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 1:16 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Charles Volkland** <csvnevada@gmail.com>
Date: Mon, Feb 7, 2022 at 12:51 PM
Subject: Vidler Water Company - River Ranch Merger & Re-subdivision
To: kpage@lyon-county.org <kpage@lyon-county.org>

Dear Planning Commission

As a property owner (310 Imperial Rd.) near the proposed subdivision I am concerned by the proposed housing density of 1 acre. This is a rural area with a majority of the surrounding properties at 2 1/2 and 5 acres. The 1 acre lot size is going to negatively impact the rural character of the area. I purchased property in this area to enjoy the open spaces and rural settings.

I am opposed to the subdivision at the 1 acre lot size. 5 acre to 2 1/2 acre lots would be acceptable from my point of view.

Thanks for accepting my comments.

Sincerely,
/s/ Charles S. Volkland

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: PUBLIC COMMENT

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 1:16 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Ol' Duffer** <iraduffer@gmail.com>
Date: Mon, Feb 7, 2022 at 12:50 PM
Subject: PUBLIC COMMENT
To: kpage@lyon-county.org <kpage@lyon-county.org>

Planning Commission Meeting February 8, 2022

Please consider this as my objection to Item 9.a. on the agenda. I request that my e-mail be read aloud to the commissioners and public in attendance as I am unable to attend in person due to physical limitations. I respectfully request this item be continued to a future meeting as residents received their first notice of this potential subdivision a few days ago. I would also like to request that a hearing be held locally to allow property owners to have their voices heard on this important quality of life issue for all of the residents living on the five acre parcels adjacent to the proposed subdivision as many may be unable to travel to Yerington. I have many concerns about this proposal which I am unable to outline in this email for public comment.

As background information and the reason for my concerns and objection, please consider the following statements. I have lived at 355 Comstock Road for the past 40 plus years on the 5 acre parcel directly across the road from the proposed subdivision. In fact, the south/east entrance/exit (identified on the map as Riverview Road) is right in the middle of my property along Comstock Road. The close proximity to the end of my driveway presents a dangerous situation when you consider the potential for 49 vehicles driving by on their way south on Comstock Road and back again past all 5 acre parcels lining the road on their way to Dayton Valley Road. This relates back to the loss of quality of life since people would no longer be able to walk with their children and/or pets or ride their horses safely along the road.

As I said previously, there are many more concerns such as 49 septic systems, etc. And as you are well aware, commissioners have a duty and responsibility to preserve and provide areas of larger parcels and breathing space for potential new residents and not just approve numerous subdivisions where there is no breathing room and homes are just lined up one against the other.

Thank you for your consideration of my comments and those of my neighbors who are also concerned about our area.

Sincerely,

Marilyn White
P.O. Box 349
Dayton, NV 89403
775-246-0664

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Zone change between Comstock Rd and Sutro Rd. , in Dayton, Lyon County, Nevada, south of the Carson River

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 1:15 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: <llpickles2004@aol.com>
Date: Mon, Feb 7, 2022 at 1:12 PM
Subject: Zone change between Comstock Rd and Sutro Rd. , in Dayton, Lyon County, Nevada, south of the Carson River
To: kpage@lyon-county.org <kpage@lyon-county.org>, whenderson@lyon-county.org <whenderson@lyon-county.org>, kgray@lyon-county.org <kgray@lyon-county.org>, dhockaday@lyon-county.org <dhockaday@lyon-county.org>, vkeller@lyon-county.org <vkeller@lyon-county.org>, rjacobson@lyon-county.org <rjacobson@lyon-county.org>

This change would impact on Water, Schools, Fire, Ambulance, and Law enforcement.
At this time we can safely, walk. ride bicyles, horses, etc.
The impact of this zone change, to allow a 49 unit developement, would be detrimental to the life style we enjoy. The reason many of us came to this beautiful and peaceful area.
I have lived here and raised my children here since 1964. I believe 1 acre lots are too small.
PLEASE VOTE NO ON THIS ZONE CHANGE
Sincerely,
Linda L. Pickles

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Dayton Ranch Community Development

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 11:43 AM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

again...please and thank you!

---------- Forwarded message ---------
From: vbruno3rd@yahoo.com <vbruno3rd@yahoo.com>
Date: Sun, Feb 6, 2022 at 3:32 PM
Subject: Dayton Ranch Community Development
To: KPAGE@LYON-COUNTY.ORG <KPAGE@lyon-county.org>

This email is pertaining to the Vidler water company, Inc-River Ranch merger & Re-Subdivsion.

Our names are Victor and Krystina Bruno, we live at 100 Potosi Rd. We moved out here just over a year ago to get away from the MASSES. We have a nice little community out here. The majority of the lots out here are 5 acre parcels. I personally disagree with the proposed development and we would probably sell and move. It would be a real shame for a builder to come out here and put houses on one acre parcels, considering the existing lots are five acres. I am the Owner of Bruno's Plumbing. Being a plumbing contractor, I am not against developments. But there is enough land in this county that you don't have to screw over the current land owners to build in THIS neighborhood. So I guess you would say we are DEAD SET against this.

Thank you for your time,

Victor and Krystina Bruno

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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02/07/2022

Lyon County Board of Commissioners
Kerry Page
Planning Commission
27 South Main Street, Yerington NV 89447

RE: Lyon County Planning Commission Meeting Item 9a Dated 02/08/2022

PLZ-2021-166 Merger & Re-subdivision/Tentative Subdivision Map – River Ranch

Dear Lyon County Board of Commissioners:

I am a homeowner that will be directly impacted by this subdivision. We moved out to the Dayton Ranches area specifically to be in a more rural area. While I am under no illusions that developments WILL come to the area. I firmly believe they should be in line with existing properties. The proposed 1 acre lots are simply not in line with the rest of the adjacent properties. At the minimum, these should be subdivided into 2.5-5 acre lots to coexist with the current lots out here. Additionally, after reading the staff report, several items are incorrect. I have listed out below the concerns with the recommendations on the staff report:

Item G-There already are water pressure issues in the area along with "boil orders" that come up. There is no way that the current water holding tanks can provide for the building that is currently happening along with this new proposed subdivision for the "foreseeable future" without an additional water storage plan that they builder should fund.

Item H-Being this far out comes with some hazards that we are well aware of. Being further away from public services is one of those. Currently there is NOT a full time staffed fire department, police or medical services near this location.

Item J-This is an outright lie. Adding more people into this small infrastructure means more traffic by default. Unless the county is planning on applying imminent domain, the streets are small in this area and this will greatly increase traffic. There will be back ups as people try to get to work and parents take kids to school. The busses that pick up and drop off kids have to where to go, so they have to stop in the street to let the children off.

Sincerely,

Virginia Stephens

215 Imperial Dr, Dayton NV 89403

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Meeting

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 11:45 AM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

I missed one.

---------- Forwarded message ---------
From: **Claire Sorensen** <olemems2020@gmail.com>
Date: Mon, Feb 7, 2022 at 10:14 AM
Subject: Meeting
To: <kpage@lyon-county.org>

We oppose the development of sub division purposed between the end of Comstock Rd and Sutro Rd south of Carson River in Dayton No.
Chuck Felder. 775 256 O253
Claire Sorensen 775 315 709
Thank you
Sent from my iPhone

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: PUBLIC COMMENTS - RE RIVER RANCH MERGER AND RE-SUBDIVISION

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 12:25 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

Here's another.

---------- Forwarded message ---------
From: **Craig Sharp** <craig-sharp@sbcglobal.net>
Date: Fri, Feb 4, 2022 at 4:19 PM
Subject: PUBLIC COMMENTS - RE RIVER RANCH MERGER AND RE-SUBDIVISION
To: <kpage@lyon-county.org>

I would like to express my opposition to this lot merger.

This development goes against a number of the Tennent's spelled out in the 2020 Master Plan. With the merger, this will have homes built on the promontory overlooking the Carson river which will restrict mountain views looking Southeast from the river and the Dayton area north of the river. (policy NR8.1)

This development will "leapfrog" (policy LU2.1) higher density development into a very low (2.5 acre min) area. In addition, there is no existing sewer connection available (also policy LU2.1) This development proposes to use 49 septic systems (and their associated leach fields) within very close proximity to the Carson river and its floodplain!

This development has the possibility of contaminating water supplies due to the large number of leach fields and close proximity to surface water. The developer should be required to extend the city sewer system to the new development area at no cost to the county. (policy NR3.1 and policy FS1.1)

This development has as its main ingress and egress, a loop connecting to Comstock Rd. This is quite literally the end of the road which goes against policy TR1.3 which states "Discourage single-access neighborhoods and dead-end streets."

This development also will affect the "dark night sky and scenic views" as stated on page 5.2 of the 2020 Master Plan.

Our Dayton ranches area does not have any street lights to adversely affect the dark night sky. We very much would like this to remain. (policy NR8.2)

If these lots were to be increased to 2.5 acre or larger to fit with the existing lot sizes, then this development would conform to the existing rural character of this area as shown on the Dayton Character map in the 2020 Master plan.

Thank you,

Craig Sharp

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: 49 unit developement,Dayton

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 12:28 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

another

---------- Forwarded message ---------
From: <elpickles2004@aol.com>
Date: Mon, Feb 7, 2022 at 12:03 PM
Subject: 49 unit developement,Dayton
To: kpage@lyon-county.org <kpage@lyon-county.org>, whenderson@lyon-county.org <whenderson@lyon-county.org>, kgray@lyon-county.org <kgray@lyon-county.org>, dhockaday@lyon-county.org <dhockaday@lyon-county.org>, vkeller@lyon-county.org <vkeller@lyon-county.org>, rjacobson@lyon-county.org <rjacobson@lyon-county.org>

This is to request that you deny the proposed 49 unit developement between Comstock and Sutro roads in Dayton Valley. This would greatly affect our quality of life, would increase traffic a lot, impact water and services. Those of us who live here, chose to live a rural lifestyle, that is why we live here. We enjoy the open space the peace and quiet, not living on top of your neighbor. We are able to safely ride horses, bicycles walk along our roads. Some have horses or other livestock, large gardens pretty much whatever. Some of us have lived here 40 to 55 years some much less but we all love our rural lifestyle. I have met quite a few people who would love to have 5 acres and think what we have is great!. So please deny the the proposed developement and keep us rural!

Evelyn Pickles

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: 49 acre lot subdivision

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 3:01 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Katie McDonald** <broadhorns86@yahoo.com>
Date: Mon, Feb 7, 2022 at 2:43 PM
Subject: 49 acre lot subdivision
To: kpage@lyon-county.org <kpage@lyon-county.org>

To Whom it may concern,

We reside at 706 Dayton Valley Road. Most residents in the Dayton Ranches area have two vehicles. With close to 200 homes in this area that can mean as many as 400 vehicles give or take on any given day. What road does this developer plan on getting another 98 vehicles out of the area? Comstock Road, Sutro, and Dayton Valley Road are not designed to handle another 100 vehicles. THIS IS A RURAL AREA. The minimum size acreage on the north side of Dayton Valley Road is 2 acre parcels. Last but not least, that area has flooded. I am specifically referring to the flood of January1, 1997 when all of Dayton was pretty much under water. Take a tour down to the end of Comstock Road. You will see parts of trees, trunks, and debris which still cover the landscape from that flood of 97. Though we have not had a flood of that degree since, but is a given it is not if but when. These developers come in, build their subdivisions then often leave the state with no after thought of what disasters may come in the future leaving homes and people vulnerable. We are strongly against this subdivision going in.

Thank You

Katie McDonald

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: 02/07/2022 Planing Commission Hearing

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 2:35 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

another one

AGENDA ITEM 9. A.

---------- Forwarded message ---------
From: **Duncan Lee** <vintageautodlee@gmail.com>
Date: Mon, Feb 7, 2022 at 2:21 PM
Subject: 02/07/2022 Planing Commission Hearing
To: <kpage@lyon-county.org>

Mr. Page: This is Wm. Duncan Lee, 225 Comstock Rd, Dayton, NV 89403. My wife and I have lived at this address since 2004 where we built our home in the quiet and openness of Dayton Ranchos. We have been very happy here, enjoying the quiet days and nights, watching our neighbors walk there little children up and down Comstock Rd. on warm summer nights with almost no traffic to worry about. It seems that Lyon Co. now wishes to bring all that to an end.

The increase in traffic once the proposed subdivision at the end of our street is complete will be terrible. The noise alone will make life difficult, but the danger of all the cars and trucks will be deadly sooner or later.

When we bought our five-acre lot we wondered if we might someday wish to subdivide the property. I contacted the Lyon Co. engineer and inquired about the restrictions of doing so. He informed me that all the area here was restricted to a minimum of five-acre lots. Of course, that has been allowed to be broken and we do have one or two lots that, indeed, have been subdivided. Now, the county is getting ready to approve the construction of single family houses on 49 parcels to the north of our five-acre properties. I see no logic in this whatsoever, except the increase in property taxes that will be paid to the county.

I hope to join in the Zoom meeting tomorrow if I can. But, I wish to here let the Planning Commission know that I am 100% OPPOSED to this project.

To be constructive, I offer an alternative plan for the subdivision.
First, stop the paved portion of Comstock Rd. where it ends now on the north end.
Second, construct an eight feet minimum height wall from Comstock Rd. to Sutro road. This provides a sound and sight barrier for the Ranchos.
Third, require a five-acre per lot minimum.
Fourth, require the ingress and egress to and from the new development be at the North-East corner of the property; then proceeding to a bridge over the Carson River to connect to Shaves Lane and on to Highway 50. Alternatively, extend Sutro Rd. to the river and put the bridge there. I apologize to the residents on Sutro Rd.

I'm sure this plan will never be considered, but it emphasizes my objection to the current plan before the Planning Commission.

Sincerely,
Wm. Duncan Lee

--
Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Proposed Development on Comstock Road

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 4:45 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Mark Bender** <mbender3816@gmail.com>
Date: Mon, Feb 7, 2022 at 3:30 PM
Subject: Proposed Development on Comstock Road
To: <kpage@lyon-county.org>

I strongly object to the proposed subdivision on Comstock Road for several logical reasons, and I cannot see how it benefits anyone currently living in the existing ranches in the area. All of the existing ranches in the area are 2 ½ to 5 acres in size and adjoining forty-nine one acre lots would devastate our current way of life with more traffic and a host of other problems. And, quite frankly, it simply does not fit.

If the county insists on allowing this subdivision, the lots should be at least 2 ½ acres each, and the entrance to this unit should come off Sutro Road. Sutro Road is wider and better suited to this addition and the utilities to it would be coming from there anyway. Not only that, it would certainly help with traffic on Dayton Valley Road and the existing ranches if the county stuck to it's original 2010 master plan and put the bridge across the Carson River from Sutro Road to Cardelli Road as originally proposed.

Water and septic systems are another potential problem. All of the existing ranches are supplied with individual water wells, some with very elaborate and expensive filtration systems. Supplying this new subdivision with the county well on the north end of Sutro Road has the potential of lowering the water table for those existing ranches. Also, adding another forty-nine septic systems in close proximity to the county well and others could cause another major problem.

I strongly urge you to reconsider this subdivision as proposed by the developer. It doesn't seem to benefit anyone in the area except them.

W. Mark Bender

330 Comstock Road

Dayton, NV

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

Gmail

Shannon Juntunen <sjuntunen@lyon-county.org>

Fwd: Comstock Road Development

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 7, 2022 at 4:46 PM
To: Shannon Juntunen <sjuntunen@lyon-county.org>

...

---------- Forwarded message ---------
From: **Robin Bender** <rgbender7@gmail.com>
Date: Mon, Feb 7, 2022 at 3:35 PM
Subject: Comstock Road Development
To: <kpage@lyon-county.org>

The new proposed subdivision plan for Comstock Road, in my opinion, would prove to be a major disservice to the residents currently living in the area.

I understand that Dayton is a growing area and that development is considered "progress" but what exactly is progress? Is adding 49 additional homes in an area without regard for the people who currently live here a benefit? And who actually benefits?

I am concerned about the traffic it will cause on Comstock Road, but even more importantly, I am concerned about what will happen to the water table and septic systems. I believe the disadvantages outweigh the positives.

There are three schools on Dayton Valley Road. The access to the proposed subdivision by way of Comstock adds even more congestion to an area that is already experiencing growth pains.

I urge you to reconsider this new proposed plan and to find another area that will be more suitable.

Regards,

Robin G. Bender
330 Comstock Road
Dayton, NV

--
"No one can make you feel inferior without your consent"
Eleanor Roosevelt

--

Gmail

Kerry Page <kpage@lyon-county.org>

Dayton Valley-Vidler water

Laurel Barrett <barrettlaurel@rocketmail.com> Mon, Feb 7, 2022 at 6:48 PM
To: kpage@lyon-county.org

On behalf of my family who live in the Dayton ranches strongly oppose this development. Our infrastructure will not support the continued growth in this area. In case of an emergency there is only one way in and one way out.
Sent from my iPhone

Gmail

Kerry Page <kpage@lyon-county.org>

Vidler Water Company, Inc. - River Ranch Merger & Re-subdivision/Tentative Subdivision Map

1 message

Sharon Scott <sharonscott@hsne50.com>
To: kpage@lyon-county.org

Tue, Feb 8, 2022 at 8:00 AM

To Lyon County Planning Commissioners:

I am opposed to the approval of the proposed 49-acre lot subdivision at the end of Comstock Road. I understand it is to be comprised of one-acre lots as per the master plan. All the homes along Comstock and the surrounding area are either 2-1/2 acres or 5 acres; therefore, any new homes to be built at this location should be on a minimum 2-1/2 acre lot. Forty-nine homes built would mean a huge influx of vehicles traveling on Comstock Road and Dayton Valley Road on a daily basis. Both roads are chip seal and slurry seal, up to the golf course area and are not structurally sound to handle the additional construction traffic during the build or the residential traffic after completion of the subdivision. Are the taxpayers to be responsible for repair and maintenance of these roads? I am also opposed to 49 septic systems in such a small area right next to a flood plain. It is also a wellhead protected area. The December 28, 2021 report from April Holt of the Nevada Division of Environmental Protection stated that there was insufficient information for the Division to perform a technical review of the map and evaluate the method of sewage disposal.

I believe the Planning Commission should deny any merger and re-subdivision based on the points stated; furthermore, more residential public comment should be taken under consideration by the Planning Commission.

Thank you,

Sharon Scott

Dayton Resident

Gmail

Kerry Page <kpage@lyon-county.org>

Dayton Valley tentative subdivision Map

sharonjohnson7272@gmail.com <sharonjohnson7272@gmail.com> Mon, Feb 7, 2022 at 5:42 PM
To: kpage@lyon-county.org

We reside on Potosi Rd in Dayton. We object to the 49 lot residential development that is being considered on 62 acres. We moved here to live in a rural area & we ask that you maintain the current minimum of 2-1/2 acre or 5 acre lot size. We object due to the increase in traffic & crime that would result.
Jim & Sharon Johnson

Sent from my iPhone

To Lyon County Planning Commissioners:

I am opposed to the approval of the proposed 49-acre lot subdivision at the end of Comstock Road. I understand it is to be comprised of one-acre lots as per the master plan. All the homes along Comstock and the surrounding area are either 2-1/2 acres or 5 acres; therefore, any new homes to be built at this location should be on a minimum 2-1/2 acre lot. Forty-nine homes built would mean a huge influx of vehicles traveling on Comstock Road and Dayton Valley Road on a daily basis. Both roads are chip seal and slurry seal, up to the golf course area and are not structurally sound to handle the additional construction traffic during the build or the residential traffic after completion of the subdivision. Are the taxpayers to be responsible for repair and maintenance of these roads? I am also opposed to 49 septic systems in such a small area right next to a flood plain. It is also a wellhead protected area. The December 28, 2021 report from April Holt of the Nevada Division of Environmental Protection stated that there was insufficient information for the Division to perform a technical review of the map and evaluate the method of sewage disposal.

I believe the Planning Commission should deny any merger and re-subdivision based on the points stated; furthermore, more residential public comment should be taken under consideration by the Planning Commission.

Thank you,
Sharon Scott
Dayton Resident

Gmail

Kerry Page <kpage@lyon-county.org>

Dayton Ranches Area Meeting, 8 February 2022

Shauna Reese <shaunareese1@gmail.com> Mon, Feb 7, 2022 at 6:52 PM
To: kpage@lyon-county.org

To: Planning Commission,

As a resident of the Dayton Ranches Area from November 2014 to present, I am requesting that you reconsider this proposal for the following reasons:

1. Upon moving into our home on the corner of Eureka and Comstock, I reached out to Lyon County administration requesting a petition to gain the additional acreage as part of our property. We currently have 4.8 acres of the property with Lyon County owing the remainder. When I was denied, I had asked them if they could come "maintain" their part of the property to which I received no response.

2. We are struggling with speeding neighbors at an alarming rate. There are NHP officials living in our area and the speeding continues (Not suggesting that is their job, but there is no fear of consequences). There are children, family pets, and livestock all around these 5 acre properties as that was our intent in purchasing the property in the first place.

3. What is the plan for additional schools, daycares, and bus drivers? This is the current struggle.

4. The roads are horrible out here. The roads were recently slurried, yet they stopped at Comstock and DVR. There was a weird selective process for the roads that were slurried out here that offers no explanation.

5. If this plan continues to proceed, I propose a solution. Put up a brick wall similar to the one that lines DVR near the golf course so we can continue to have some privacy. There are many of us out here that have worked a lifetime to get a piece of property such as the ones in Dayton Ranches.

6. I am a recently retired veteran and I was looking forward to enjoying some peace and quiet without all the commotion that would surround this plan.

Thank you for your consideration.

V/r
Shauna Reese

Gmail

#15a

Erin Lopez <elopez@lyon-county.org>

Save the Ranchos area

1 message

Pamela Call <pamelascall12551@gmail.com> Wed, Mar 2, 2022 at 4:46 PM
To: elopez@lyon-county.org

Dayton does not need more growth at this point. We need to assure that we can support what commitments are currently in the works. I understand that supplying sewage and water needs is a problem. Don't add new houses unless they can be supported by our current infrastructure. Not to mention traffic issues and education. Vote NO on new developments at this time.

Gmail

#15.a

Erin Lopez <elopez@lyon-county.org>

Fwd: Vidler Water Company, River Ranch Merger & Re-subdivision/Tentative Subdivision Map

1 message

Ken Gray <kgray@lyon-county.org> Mon, Feb 28, 2022 at 9:52 PM
To: Erin Lopez <elopez@lyon-county.org>

Comments for the record. Please provide to the other commissioners.

Thanks,
Ken

---------- Forwarded message ---------
From: **Connal Berry** <britnutnv@gmail.com>
Date: Fri, Feb 25, 2022 at 16:40
Subject: Vidler Water Company, River Ranch Merger & Re-subdivision/Tentative Subdivision Map
To: <kgray@lyon-county.org>

Dear Commissioner Gray,

We respectfully ask that you protect our community's interests when voting on Vidler Water Company, River Ranch Merger & Re-subdivision/Tentative Subdivision Map.

Our concern:

Traffic

a. No sidewalks and many residents walk their dogs on the road; bicyclists and runners are also present
b. Dayton Rancho roads are chipped sealed gravel; cannot bear increase in vehicles

Lot Density

a. Match existing neighborhood lots of 5 to 2.5 acre minimum
b. Increased crime, law enforcement costs and tax increase

Environmental Impact

a. 49 septic systems causing nitrate issue, i.e., Mark Twain
b. Wildlife – Bald Eagles roost on Comstock; Deer and Coyote; Cotton and Jack Rabbit; and Quail freely roam Comstock to the river

Conduct More Engineering Studies; Follow 2020 Master Plan

a. Traffic and flooding issues must be resolved before a development is approved
b. Mining trucks using Dayton Valley Road – it is NOT an artery

Please be open and receptive to ours and our neighbors' opposition to this development. And, please do what is best for our community.

Sincerely,

Connal and Debra Berry
300 Comstock Rd
Dayton, NV 89403
(March 1994-present)

Gmail Erin Lopez <elopez@lyon-county.org>

Fwd: Revised Email

1 message

Kerry Page <kpage@lyon-county.org> Mon, Feb 28, 2022 at 5:43 PM
To: Erin Lopez <elopez@lyon-county.org>

---------- Forwarded message ---------
From: **Laura Waggoner** <waggon2tails@yahoo.com>
Date: Sun, Feb 27, 2022 at 10:39 AM
Subject: Revised Email
To: kpage@lyon-county.org <kpage@lyon-county.org>

Earlier this morning 2/27/22 I stated I 'dissent' from the proposed development of Vilder Water Company between Sutro Rd and Comstock. I should have said I OPPOSE the development of this proposal.

Please disregard my previous email replace with my OPPOSITION to the proposed development. Thank you for your consideration

I OPPOSE the proposed development and wish my opposition posted on record

Laura Waggoner
130 Belmont Lane
Dayton, NV 89403

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Erin Lopez <elopez@lyon-county.org>

Fwd: Vidler Water Company Subdivision Proposal

1 message

Kerry Page <kpage@lyon-county.org> Tue, Mar 1, 2022 at 8:21 AM
To: Erin Lopez <elopez@lyon-county.org>

and they keep on coming!

---------- Forwarded message ---------
From: **Charles Volkland** <csvnevada@gmail.com>
Date: Tue, Mar 1, 2022 at 4:47 AM
Subject: Vidler Water Company Subdivision Proposal
To: <kpage@lyon-county.org>

Dear Honorable County Commissioners

I own property on Imperial Rd. and enjoy the rural character of the area. I believe the high density fortynine 1 acre lot subdivision proposal is unacceptable. Besides the increased traffic on these quiet rural streets I question the 1 acre size with septic systems. Will this septic system density cause high levels of nitrates in the water table like what happened in Stagecoach? I don't think that is an acceptable risk.

I completely oppose the Vidler subdivision proposal. Thanks for considering my input.

Sincerely,
/s/ Charles and Marietta Volkland

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Have impact studies on traffic, education, infrastructure, environment and other services been done? If so, how come the current home owners haven't seen them.

If approved how will these developments Impact the tax base on the homes already in the area. Will our taxes go up in order to pay for the new infrastructure?

If not why not and how can you even propose to vote on this issue until this is completed?

Has the soil and water in those areas been tested for arsenic and mercury?

Water, where is it coming from?

Are the developers going to try and take the water rights away from those on wells?

If the water rights are taken from well owners are the well owners going to be compensated?

Who will be responsible for running water lines and connections to the homes affected?

Are the developers going to be taking land away from the established homes in the area in order to widen the roads? Namely Dayton Valley Rd. If so, how are the land owners going to be compensated?

Emergency services to the area at this time it is a minimum of 17 minutes which could cost the residents a home or their life etc. With the added traffic this could/would increase the response time, even if a new bridge or bridges were put in.

Will fire hydrants be installed?

Will the fire station off Lakes and Dayton Valley Road be used?

Traffic flow – no matter which recommendation is followed, there will be a huge bottle neck of traffic at Lakes and Dayton Valley Rd and on the bridge.

Can schools handle the additional students?

Will the developers pay to build the additional schools needed for this project?

Will the developers pay for any/all of the additional infrastructure needed?

Will developers put in parks and community swimming pool at their expense?

Additional things to consider:

Larger senior center

Larger library

Additional law enforcement and emergency personnel will be required.

Additional schools: if additional schools are constructed where will the teachers, nurses and counselors and other staff come from. At the present time our schools are understaffed in all areas and a solution to this problem has not been proposed.

Currently we are paying approximately 53% of our property taxes for schools/education.

Stop lights will probably be needed at Lakes and Dayton Valley Rd, possibly Dayton Valley Road and Breakwater, and at Old Como.

Stop signs, either 3 or 4 ways, will be needed at Dayton Valley Rd and Comstock, Comstock and Como, Sutro Rd and Dayton Valley Rd and at Dayton Valley Rd and Palmer and Bullion and Dayton Valley Rd and maybe at Como and Bullion. If Lakes is extended around the base of the mountain additional stop signs or light will be needed,

What about the wear, tear and heavy equipment traffic on the roads during development?

Emergency evacuation of the area: as any though been given on how an emergency evacuation would be handled during the development and after. Currently there is only one way in and out.

Even if a bridge is finally installed (this was promised to the residents over twenty years ago along with fire hydrants) how will an evacuation be handled. The valley has a combination of homes with live stock, large businesses that have numerous employees, schools with hundreds of students and facility, plus all the other homes in the established developments.

Upon completion of bridge(s) stop lights will need to installed on Hwy 50, who is going to pay those fees?

The majority of the families living in the Ranchos' moved out here to be away from a large population and enjoy our animals/livestock and gardening.

How will these projects impact our wild life here? Here again that is one of the reasons we live here. Enjoy seeing all the various wild life and are ability to enjoy our mountains, river and other activities.

Will the property tax base from these new developments handle all the added services/schools/emergency services/traffic control tools and etc.

Will owners using septic systems be forced to county sewer? If so who will pay those fees?

Until all the above issues and any others addressed by the community are addressed this item should be tabled.

Any and all meetings regarding this issue should be open to the public and posted per NRS 266 in the community impacted by this issue.

Per NRS 241 any and all individuals have the right to receive a written notice addressed to them three days prior to any and all meetings.

Fred and Sharon Atkinson

Dayton Rancho Residences

235 Imperial Rd

Dayton, NV

Gmail

Erin Lopez <elopez@lyon-county.org>

Concern about new development in Ranchos area, Dayton, NV

1 message

tim steeper <1timsteeper@gmail.com> Fri, Feb 25, 2022 at 11:11 AM
To: kgray@lyon-county.org, vkeller@lyon-county.org, whenderson@lyon-county.org, dhockaday@lyon-county.com, rjacobensen@lyon-county.org
Cc: elopez@lyon-county.org

The current residents in the Ranchos area of Dayton, and the County ManagerJeff Page, are well aware of the flash flooding problems in the Ranchos. There have been repeated flash floods in this area since at least 1997 to 2019. The January 11, 2017 flood was well documented by Ruth Smith in a video (vimeo.com/199051840) showing the flood at her house and my house on Dayton Valley Rd. Larry and Ruth Smith recently sold their house and moved away from Dayton due to the repeated flooding and lack of Lyon County officials taking any action to help prevent the floods. A great deal of information about this flood problem was obtained by the engineering firm hired by Lyon County to prepare drainage plans for Dayton.

I understand the Lyon County Commissioners are scheduled on March 3, 2022 to consider approving a new development adjacent to the river between Sutro and Comstock roads. This has been the main path for flood waters several times in the past, and will continue to be unless changes are made. Any new blockages downstream of existing flood water paths will certainly make the flooding problems upstream worse. It is very likely that the development will cause increased flooding in the Ranchos if provisions for handling flood waters are not carefully worked out and implemented before construction of the new development is complete.

In Chapter 5 of the 2020 Lyon County Master Plan, Policy NR3.1 (page 88) says "Require that new development install stormwater control features to offset increase in flood hazard created by development and facilitate groundwater recharge." Furthermore, Chapter 5, Policy NR 6.2 (page 91) says "Continue to implement development standards that require stormwater control features in new subdivisions and new commercial and industrial development." I don't believe that stormwater control features have been addressed in the proposal at this point. If it is the intent of the County Commissioners to follow the policies stated in the 2020 Master Plan, the current development proposal should not be approved until the developer can prove to the County Commissioners and the present residents that the development meets these policies.

The developer should be required to put adequate funds in escrow, or purchase a performance bond, to ensure any proposed drainage solutions are completed. After all, the existing flooding problem was aggravated in part by completion of only one phase of a three phase drainage project by a former developer that went bankrupt and therefore failed to complete the promised work.

If the drainage issues are not significantly addressed by the developer, I intend to erect a sign on my property that has a picture of the flood from Ruth's video and the words:

ATTENTION

This area of Dayton has experienced repeated flash flooding in the past. No action has been taken by Lyon County officials or subdivision developers so far to prevent the flooding from happening in the future.

This action should help meet the Master Plan Policy NR 6.1 (page 91) which states "Attempt to inform citizens when conditions are known to exist that can lead to substantial danger from hazards such as fire, earthquakes, **flooding**, or fugitive dust as identified in the Plan." Other residents may choose to join me with similar signs.

Gmail

Erin Lopez <elopez@lyon-county.org>

Proposed Dayton Ranchos Subdivision

1 message

charles burt <greyrock2003@yahoo.com> Fri, Feb 25, 2022 at 11:46 AM
To: "elopez@lyon-county.org" <elopez@lyon-county.org>, "Congressman Mark E. Amodei" <congressman_amodei@housemail.house.gov>, Assemblyman Jim Wheeler <jim@wheeler4nevada.org>

To: Lyon County Commissioners,
I want to raise my concerns about the creation of a proposed subdivision at the North end of Comstock Rd. in Dayton, enabled by the merging of three parcels.
Looking at the map, this would put houses on the Carson River flood plain.
If houses are built close to the Carson River without a sewage system, individual septic systems may cause contamination of groundwater, wells and affect the water quality of the river.
I'm sure that there are several other issues that need to be addressed before this proposal is acted upon; I urge you to investigate further before voting to approve this measure.
Sincerely,
Charles Burt

Gmail

Erin Lopez <elopez@lyon-county.org>

Dayton Ranchos Area Development

1 message

Laura Waggoner <waggon2tails@yahoo.com> Mon, Feb 28, 2022 at 4:32 PM
To: "elopez@lyon-county.org" <elopez@lyon-county.org>

This message is to voice my opinion on the proposed development of the area between Sutro Rd/Comstock. Until an EPA study, traffic impact study, septic/sewer study and a bridge is actually planned this development should never be allowed. It is ludicrous to develop this plan WITHOUT a completed bridge providing exit from the south side of river in the event of a disaster, otherwise this planned development is putting people's lives at risk.

In today's political aspect of climate change, why are these developers allowed to come in and further destroy the footprint of the environment, more homes, more pollution, more cars, etc.

Please consider this email as my opposition to this proposed development especially if the owners, developers have not done the appropriate studies and made those studies public to the impacted neighborhood.

Thank you for your consideration
Laura Waggoner
130 Belmont Lane
Dayton, 89403

Gmail

Erin Lopez <elopez@lyon-county.org>

49 one acre lot subdivision at the end of Comstock Rd.

1 message

Jean Pilling <jeanpilling0841@hotmail.com> Mon, Feb 28, 2022 at 9:12 PM
To: "elopez@lyon-county.org" <elopez@lyon-county.org>

Dear Gentlemen and Lady,

My name is Warren Smith, and I reside at 245 Hiko Rd. with my wife Jean.

We purchased our 5 acres in 2001 and built our home. We were drawn to this location by the beautiful views, open spaces, night skys, and friendly neighbors.

Others wanted horse property. All of us wanted to experience life in rural Nevada.

Now this small corner of Dayton Valley, and our rural lifestyle, is being threatened.

Exactly how is the creation of 49 one acre lots a benefit to our lifestyle?

This is a large valley. Surly these big money developers can find an alternative to place their project.

Rural Nevada is disappearing. You are faced with a decision. Stand with this small peaceful corner of the Dayton Valley, or with big money who don't give a damn about us, our community, or our lifestyle.

People vs. big money.

What's it going to be?

Sincerely,

Warren Smith

Sent from Mail for Windows

Gmail Erin Lopez <elopez@lyon-county.org>

Fwd: Dayton Rancho Area

1 message

Kerry Page <kpage@lyon-county.org> Tue, Mar 1, 2022 at 8:19 AM
To: Erin Lopez <elopez@lyon-county.org>

For March 3rd.
Thanks.

---------- Forwarded message ---------
From: **brunosplumbing@yahoo.com** <brunosplumbing@yahoo.com>
Date: Mon, Feb 28, 2022 at 7:03 PM
Subject: Dayton Rancho Area
To: Kerry Page <kpage@lyon-county.org>

Hello I am a business owner here in Dayton and my shop is in the area that will be affected by this change. I am also a homeowner in the area. People move out in this area FOR the 5 acre parcels or at least the majority of them have. I disagree with sub-divisions as a whole and ESPECIALLY to do 1 acre lots in this area. Honestly I moved out here because it is away from people and it is really the only place in Dayton that I really like. If this sub-division comes to this area my business and my family will probably move out to Gardnerville or Minden.

Thank you for you time,

Victor and Krystina Bruno
Bruno's Plumbing LLC

--

Kerry Page
Lyon County Planning Technician
27 South Main Street
Yerington, NV 89447
ph: 775-463-6592
fax: 775-463-5305

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Gmail

Erin Lopez <elopez@lyon-county.org>

(no subject)

1 message

elpickles2004@aol.com <elpickles2004@aol.com> Wed, Mar 2, 2022 at 12:10 PM
Reply-To: elpickles2004@aol.com
To: "elopez@lyon-county.org" <elopez@lyon-county.org>, "whenderson@lyon-county.org" <whenderson@lyon-county.org>, "vkeller@lyon-county.org" <vkeller@lyon-county.org>, "kgray@lyon-county.org" <kgray@lyon-county.org>, "rjacobson@lyon-county.org" <rjacobson@lyon-county.org>, "dhockaday@lyon-county.org" <dhockaday@lyon-county.org>, "kpage@lyon-county.org" <kpage@lyon-county.org>, "jpage@lyon-county.org" <jpage@lyon-county.org>

We are opposed to the proposed land change by Vidler water company to 1 acre lots and writing to request that you deny the proposed land change to 1 acre parcels by Vidler water company between Sutro and Comstock roads in Dayton Valley. Having lived here in Dayton Valley Ranches since 1964 We have seen many changes come to the valley. This would have a huge impact on our way of life. Causing more traffic, impacts on water, air quality, services. People of all ages are able to ride horses, walk, bicycle in safety, enjoy the peace and quiet of our rural lifestyle. 1 acre lots are to dense for this area.
Also please deny the proposed bridge over the river and or the expansion of Dayton Valley road to 4 lanes or a loop road around our area as any of these would greatly and adversely impact our way of life and the safety and lack of crime we have out here. At no time in almost 60 years have we had a problem going in and out of Dayton Valley Ranches
Please do not allow the destruction of our rural lifestyle it is good for adults,children, pets, livestock and wildlife.
Sincerely
Linda Pickles
Evelyn Pickles

Lyon County Board of Commissioners March 1, 2022

Ken Gray, Chair
Vida Keller, Vice Chair
Wes Henderson
Dave Hockaday
Robert Jacobson

Dear Commissioners,

We are respectfully requesting that the Lyon County Board of Commissioners deny, delay and or suspend agenda item Request for a Merger & Re-subdivision/Tentative Subdivision Map as submitted until a traffic study can be performed to show the impact of high volume traffic on Comstock Road and adjoining roads and review of other concerns regarding the proposed plan.

Master Plan-

* Development goes against a number of the Tennent's spelled out in the 2020 Master Plan
* Policy NR8.1 Restrict mountain views
* Policy LU2.1 higher density development into a very low (2.5/5-acre) area
* Policy NR3.1 and FS1.1 possibility of contamination water supply due to large number of leach fields
* Policy TR1.3 discourages single assess neighborhoods and dead-end streets
* Policy NR8.2 dark night sky and scenic views

Traffic Safety-

* Delay this project until the second bridge has been fully determined allowing for a better understanding of the traffic issues
* Study on the effects of the drop off of Comstock Road (dirt road portion) next to the project. There is no line of sight for oncoming traffic- extremely dangerous to traffic turning onto Comstock Road
* Study on the loop access/exit design. This proposed development has high volume traffic on Comstock with only emergency situation exits for this subdivision
* In the alternative have straight line access to and from Sutro and Comstock. Require additional access/exits
* Engineered survey for totality of the impact on all project not just this first phase development

49 Septic Systems (Phase 1)-

* One acre lots must be on county water and sewer due to the issues of nitrates associated with too many septic tank system in a small area (also next to the Carson River). Lyon County has experience this in the Mark Twain area. (Nitrogen Blooms)

* Reasonable concession is to make the project 5 acre lots to conform to the existing 5 acre community lowering the nitrate issue
* Reasonable concession make buffer between existing 5 acre community. Have the perimeter lots 5 acre with the interior 2.5 acre lots on county water and sewer

Flooding-

* Solve the current major flooding that occurs on Dayton Valley Road and Comstock Road
* What plans does Vidler Water have regarding the flooding that occurs on their site plan: lots 16-27 and lots 28 -36. Currently you can see the debris left by past flooding on the property
* What are Vidler Water's plan for the flooding that travels from Potosí and Nugget that goes straight to and through this project?
* This proposed subdivision could block the flood waters causing more flooding to the homes behind it

Environmental Impact

* Impact on the wildlife in the area. Bald Eagles that hunt on the telephone poles at the end of Comstock next to proposed access/exit.
* Noise impact for livestock

In conclusion, Vidler Water has much larger plans. It appears they plan on doing smaller projects at a time so the impact is not so obvious and to avoid studies and requirements. It further appears that Vidler Water is putting the cart before the horse. Trying to get a subdivision approved without any solutions for flooding, traffic, nitrates and determination of a second bridge. We am asking our Commissioners to look at the totality of the entire planned projects coming to South Dayton Valley and require that studies be made to insure the safety of the community. We believe these studies and requirements will protect Lyon County from possible future liability/litigation.

Respectfully submitted,

By: The residents of Dayton Valley Ranchos and surrounding communities

Signatures submitted on petition

PETITION

WE, THE UNDERSIGNED, HEREBY RESPECTFULLY PETITION the Lyon County Board of Commissioners to deny, suspend or continue the Agenda Item: Vidler Water Company, Inc. River Ranch Merger & Re-subdivision/Tentative Subdivision Map – Request for a merger & re-subdivision/tentative subdivision map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River, Dayton, NV (APN 016-022-19; 016-022-31; and 016-022-32) PLZ-2021-116. Until the following concerns have been properly addressed:

- Compliance with the Master Plan
- Traffic safety concerns including a Traffic Impact Study for the totality of the projects in South Dayton Valley and pending the final decision of a second bridge Policy TR1.3
- Dangers of nitrates - 49 Septic Systems (1st Phase) Policy NR3.1 and FS1.1
- Flooding past/present and future Policy NR5.2
- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
	Shawn Burhus	205 Como LN Dayton, NV. 89403	2-28-22
Gina Burhus	Gina Burhus	205 Como Ln Dayton, Nv. 89403	2/28/22
Judy Cox	Judy Cox	126 Belmont Ln Dayton NV	2/28/22
Melina Phifer	Melina Phifer	240 Comstock Rd Dayton NV	3/1/22

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Signature	Print Name	Legal Address	Date
	Laura Waggoner	130 BELMONT LN	2/28/22
	Susan W Lynch	340 Eureka LN	2/28/2022
	MIKE PECKHAM	255 EUREKA LN	2/28/22
	DEBRA BERRY	300 Comstock Rd	2/28/22
	Conrad BERRY	300 ComstockRd	2/28/22
	Patrick Cox	126 Belmont Ln	2/28/22
	Leslie Sexton	202 Gold Creek Dr	2/28/22
	Don Sexton	" " "	"
	NICOLE GALVIN	772 DAYTON VALLEY RD	2/28/22
	WALTER M. BENDER	330 COMSTOCK RD	2/28/22
	ROBIN BENDER	330 Comstock Rd	2/28/22
	MARISSA ARNETT	210 BULLION RD.	2/28/22
	ANGELA GAULT	150 COMSTOCK RD	2/28/2022
	JASON GAULT	150 COMSTOCK RD	02/28/2022

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Signature	Print Name	Legal Address	Date
	Christopher Browning	360 Bullion Rd. Dayton	2/27/22
	Jill Ann R Browning	360 Bullion Rd Dayton	2/27/22
	KATHY LEE	225 COMSTOCK RD	2/27/22
	DUNCAN LEE	225 COMSTOCK RA DAYTON	2/27/22
	MICHAEL LYNCH	340 EUREKA LN	2/27/22
	Doug Saunders	18 Sandy Ln.	2/27/22
	CHARLOTTE-BUJARSKY-SAUNDERS	18 SANDY LN	2/27/22
	Victor Bruno III	100 potosi rd	2-27-22
	NANCY ZICOVICH	408 ARMSTRONG CT.	2-27-22
	Steve T Timko	120 Comstock Rd	2-27-22
	Christine Timko	120 Comstock Rd	2-27-22
	Laurie Cavanaugh-Serpa	320 Bullion Rd	2-27-22
	GARY SERPA	320 Bullion Rd	2-27-22
	WILLIAM WATKINS	254 SUTRO ROAD	2-28-22

PETITION

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- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
[illegible]	SHARON JOHNSON	205 POTOSI RD, DAYTON, NV	2/26/22
Chuck J. Felder	CHUCK FELDER	270 COMSTOCK Rd.	2/26/22
Kathy Joly	KATHY JOLY	130 Potosi RD	2/26/22
Marcelino Taboada	MARCELINO TABOADA	130 Potosi RD	2/26/22
Dorothea Alexander	Dorothea Alexander	325 Comstock Rd	2-26-22
Janine McMahon	Janine McMahon	205 Sutro Rd	2/26/2022
PETE McMAHON	PETE McMAHON	205 SUTRO RD	2/26/22
[illegible]	WILLIAM FARRIS	260 BULLION RD	2/26/22
Betty L. Farris	Betty L. Farris	260 Bullion Rd	2/26/22
[illegible]	LARRY B. ALEXANDER	325 Comstock Rd.	2/26/22
[illegible]	GARY A Stadler	123 Hillview ct	2/27/22
[illegible]	Bob Gautschi	201 Gold Creek	2/27/22
[illegible]	PAT LASSAK	125 COMSTOCK RD.	2-27-22
Camille Vecchiarelli	CAMILLE VECCHIARELLI	365 COMSTOCK RD	2/27/22

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- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
Kathleen McDonald	Kathleen McDonald	706 Dayton Valley Road	2/24/22
R Harig	Russell Harig	365 Comstock RD	2-24-22
Craig Shaw	Craig Shaw	320 comstock RD	2/24/22
Brenda S Potts	Brenda S Potts	275 Potosi Rd	2/24/22
Thomas Potts	THOMAS POTTS	275 POTOSI RD	2/24/22
Michael A. Mason	MICHAEL G. MASON	719 DAYTON VALLEY RD	2/24/22
Debra Mason	Debra Mason	719 Dayton Valley Road	2/24/22
Robert Smith	Robert Smith	706 DAYTON Valley RD	2/24/22
D L Basche	DEBRA BASCHE	305 Potosi Road	2/24/22
Brent Basche	Brent Basche	305 Potosi Rd	2/24/22
C Robinson	Craig Robinson	265 Imperial Rd	2-24-24
K Bruno	Krystina Bruno	100 Potosi Rd	2-24-24
R E Allred	180 POTOSI RD	180 POTOSI RD	2-24-22
Fred Atkinson	Fred Atkinson	235 Imperial	2-24-22

PETITION

WE, THE UNDERSIGNED, HEREBY RESPECTFULLY PETITION the Lyon County Board of Commissioners to deny, suspend or continue the Agenda Item: Vidler Water Company, Inc. River Ranch Merger & Re-subdivision/Tentative Subdivision Map – Request for a merger & re-subdivision/tentative subdivision map for three parcels totaling 166.87 acres to create a 49-lot single family residential development on approximately 62.8 acres with remainder Parcel A (approximately 20.9 acres) and Remainder Parcel B (approximately83.1 acres) within the RR-1 (First Rural Residential – 1 acre minimum) zoning district generally located between Comstock Road and Sutro Road south of the Carson River, Dayton, NV (APN 016-022-19; 016-022-31; and 016-022-32) PLZ-2021-116. Until the following concerns have been properly addressed:

- Compliance with the Master Plan
- Traffic safety concerns including a Traffic Impact Study for the totality of the projects in South Dayton Valley and pending the final decision of a second bridge Policy TR1.3
- Dangers of nitrates - 49 Septic Systems (1st Phase) Policy NR3.1 and FS1.1
- Flooding past/present and future Policy NR5.2
- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
[signature]	Sharon Atkinson	235 Imperial	2-24-2022
[signature]	Phil Gates	310 Comstock	2-24-22
[signature]	Thomas M. Perkoski	215 Hike Ln	2-24-22
[signature]	Diana Goodrick	265 Ione Ln. Dayton	2-25-22
[signature]	Richard Goodrick	265 Ione Ln	2-25-22
[signature]	William A Abbott	135 Comstock Rd Dayton	2-25-22
[signature]	Lindaleah D. Sharp	320 Comstock Dayton	2-25-22
[signature]	Cornelis L. Jonkers	200 Imperial Rd Dayton	2/25/2022
[signature]	Matthew Dodd	120 Potosi Rd Dayton	25 Feb 22
[signature]	Rachal Allred	180 Potosi Rd Dayton	2/25/2022
[signature]	Jon Skiles	330 Imperial Rd	2/25/2022
[signature]	Gaile F. Skiles	330 Imperial Rd	2/25/2022
[signature]	Kelly Knapp	330 Ophir Rd.	2/25/2022
[signature]	Connie Corley	345 Ophir Rd	2-25-22

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- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
	Gil Martinez	270 Sutro RD	2/26/22
J Martinez	Jennifer Martinez	270 Sutro Rd	2/26/22
A.W. Bunt	A.W. Bunt	108 Rancho Rd.	2/26/22
Cynthia Bunt	Cynthia Bunt	108 Rancho Rd	2/26/22
Gary Myers	Gary Myers	230 Bullion Rd	2/26/22
Henry T. Rogers	HENRY T. ROGERS	337 RIVER RD	2/26/22
Sharon G. Rogers	SHARON G. ROGERS	337 RIVER Rd	2-26-22
	Julie Fry	106 Rancho Rd	2-26-22
	CARL FRY	106 RANCHO RD	2-26-22
	PAULA LORD	220 IMPERIAL RD	2.26.22
KORLATANDIT LORD	KORLATANDIT LORD	220 IMPERIAL RD	2.26.22
Timothy Steeper	TIMOTHY STEEPER	725 DAYTON VALLEY RD	2-26-22
Sharon L Vonnegut	Sharon Vonnegut	207 Gold Creek Dr	2-26-22
William Vonnegut	WILLIAM VONNEGUT	207 GOLD CREEK DR	2/26/22

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- Flooding past/present and future Policy NR5.2
- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
	WARREN Smith	245 HIKO Rd DAYTON	2-26-22
	Edward Roarke	120 Comstock Rd Dayton	2-26-22
	James Johnson	205 Potosi Rd Dayton	2-26-22
	Suzanne Howerter	101 Rancho Rd Dayton	2-26-22
	ROBERT E. HOWERTER JR	101 RANCHO RD DAYTON	2-26-22
	Mary Ellen Gautschi	201 Gold Creek, Dayton	2-26-22
	MICHAEL HOFFMAN	160 POTOSI Rd DAYTON NV	2-26-22
	Denise Hoffman	160 Potosi Rd Dayton NV	2-26-22
	Jennifer Waggoner	155 Sutro Rd Dayton, NV	2-26-22
	Clint A. Waggoner	155 Sutro Rd. Dayton NV	2-26-22
	Maria Wortman-Meshberger	245 comstock Dayton, NV 89403	2-26-22
	Josh Meshberger	245 Comstock Dayton NV 89403	2/26/22
	Stephen Reed	305 Ophir Rd. Dayton NV 89403	2/26/22
	Janelle Johnson	311 Stillwater Dr. Dayton NV 89403	2/26/22

PETITION

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- Environmental Impact- Wildlife/livestock Policy C2.1

Signature	Print Name	Legal Address	Date
	Tyler Johnson	311 Stillwater Dr. Dayton, NV 87403	2/26/22
	Lowell Higley	215 Nugget Lane Dayton NV 89403	02/26/22
	Daniel Higley	245 Nugget Dayton, NV 89403	2/26/22
	SHAWN L. WIESE	345 IMPERIAL RD DAYTON NV 89403	2/26/22
	JESSE R. FRY	307 valley view Dr Dayton Nv 89403	2/26/22
	MIKE AWARKE II	305 COMSTOCK	2/26/22
	INGRID WHITE	225 HIKO LN DAYTON, NV, 89403	2/26/22
	DAWN HAYES	350 Bullion Rd Dayton NV	2/26/22
LEONA GALAU	LK Galau	320 Ophir Rd Dayton NV 89403	2/26/22
JEANNE LATTANZIO	JEANNE LATTANZIO	320 Ophir RD DAYTON, NV 89403	2/26/22
	Jean Rilling	245 Hiko Rd Dayton, NV 89403	2-26-22
	Donna Burke	250 Imperial Rd. Dayton 89403	2-26-22
	EVELYN PICKLES	230 IMPERIAL RD DAYTON	2/26/22
	Linda Pickles	230 Imperial Rd., Dayton	2-26-22

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Signature	Print Name	Legal Address	Date
Gene Corley	GENE CORLEY	345 OPHIR RD., DAYTON	2-25-22
Laurel Robinson	Laurel M. Robinson	240 IMPERIAL RD Dayton	2.25.22
Paula Quinn	PAULA QUINN	786 Dayton Valley Rd. Dayton, NV	2-25-22
Robert Quinn	Robert Quinn	786 Dayton Valley Rd Dayton, NV	2.25.22
Valerie Friskey	Valerie Friskey	305 Imperial Rd. Dayton, NV 89403	2-25-22
Harold Friskey	Harold Friskey	305 Imperial Rd	2-25-22
Catherine Keane Perkoski	catherinekeane Perkoski	215 Hiko Lane Dayton	2-25-22
Brooke Keane	Brooke Keane	215 Hiko Lane Dayton	2-25-22
Cortney Bloomer	Cortney Bloomer	100 Comstock Rd	2/25/22
	JEFF PRATER	100 COMSTOCK RD	2/25/22
Susan L. Stanton	Susan L. Stanton	230 Comstock Rd	2/25/22
Brian L. Stanton	Brian L. Stanton	230 Comstock Rd	2/25/22
	Anthony R. Marenco	265 Imperial RD	2/26/2022
	Suzanne Marenco	265 Imperial RD	2/26/2022

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Signature	Print Name	Legal Address	Date
Charles Burt	Charles Burt	107 Woodlake Ct. Dayton NV 89403	2-25-2022
J L Accuelb	JOE CICERELLO	115 WOODLAKE CT 89403	2-25-22
Kathleen Green	Kathleen Green	116 Woodlake Ct. 89403	2-25-22
A.J. Kelley	Amanda Kelley	205 Woodlake Cir. Dayton, NV 89403	2-25-22
Christine Meche	CHRISTINE MECHE	260 Woodlake Cir Dayton NV 89403	2-25-22
[illegible]	Andrew Santos	261 Woodlake cir Dayton NV 89403	2-25-22
William J. Hunt	William Hunt	246 Woodlake Dayton NV 89403	2-25-22
Leslie A. Wilcox	Leslie A. Wilcox	260 Woodlake Circle Dayton NV 89403	2-25-22

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
15.b

Subject:
For Possible Action: Stan Lucas – Request for Extension of Time – A request to extend the time period in which to record a final subdivision map or the first in a series of final subdivision maps for the Traditions Village 1 tentative subdivision map, approved on May 3, 2018 that allowed for a maximum of 312 single family residential lots on approximately 110.7 acres ranging in size from 6,000 sq. ft to over 20.530 sq. ft. generally located on the west side of the intersection of Prairie Gate Road and Nevada Station Parkway within the former Traditions Planned Unit Development site located northwest of the US 50/Traditions Parkway intersection, Dayton, NV (APN: 016-406-09) (PLZ-18-0013).

Summary:
Staff recommends approval of the extension of time request.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval of the extension of time request

Recommendation:
MOTION FOR APPROVAL:
If the Board of Commissioners determines that there is sufficient reason to approve the requested extension of time for the applicant, the Board may wish to consider a motion similar to the following:
The Lyon County Board of Commissioners finds that:
A. The requested extension of time is consistent with the applicable provisions of Lyon County Code;
B. The requested extension of time will not be detrimental to the public health, safety, convenience and welfare; and
C. The requested extension of time will not result in material damage or prejudice to other property in the vicinity.
Based on the aforementioned findings, the Lyon County Board of Commissioners approves the request by Stan Lucas/Project One for a one (1) year extension of time (March 3, 2023) to record the final subdivision map or first in a series of final subdivision maps for the Traditions Village 1 Subdivision (APN 016-406-09) (PLZ-18-0013)

MOTION FOR CONTINUANCE:
If the Board of Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the requested time extension for the Traditions Village 1 tentative subdivision map, the Board should make appropriate findings and move to continue the Public Hearing with a specific time period for the applicant

to provide additional specific information necessary for the analysis of the request. The Board may wish to consider a motion similar to:
The Board of Commissioners finds that:
A. Additional information, discussion and public review are necessary for a more thorough review of the requested time extension. Based on the above findings and with the applicant's concurrence, the Lyon County Board of Commissioners continues the request by Stan Lucas/Project One for a one (1) year extension of time (March 3, 2023) to record the final subdivision map or first in a series of final subdivision maps for the Traditions Village 1 Subdivision (APN 016-406-09) (PLZ-18-0013) for __ days.

MOTION FOR DENIAL:
If the Board of Commissioners determines they do not want to extend the tentative subdivision map approval for the proposed Traditions Village 1 development, the Board will need to make findings that support denial of the requested time extension. The Board may wish to consider a motion similar to:

The Lyon County Board of Commissioners finds that the requested extension of time:
A. Would be detrimental to the public health, safety, convenience and welfare; and
B. Would result in material damage or prejudice to other property in the vicinity.
Based on the aforementioned findings, the Lyon County Board of Commissioners denies the request by Stan Lucas/Project One for a one (1) year extension of time.

ATTACHMENTS
- - Staff Report

LYON COUNTY
PLANNING DEPARTMENT
27 SOUTH MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6592 (775) 463-6596 FAX

ROBERT G. LOVEBERG
PLANNING DIRECTOR

STAFF REPORT

PLZ-18-0013	Extension of Time for Traditions Village 1 Tentative Subdivision Map Approval
Meeting Date:	March 3, 2022
Owner(s):	Stan Lucas
Applicant:	Project One/Susan Pansky
Development Name:	Traditions Village 1 Tentative Subdivision Map
Area Location:	Dayton
Zoning:	NR-1 (Neighborhood Residential – 4,500 sq. ft. min.)
Master Plan:	Suburban Residential
Parcel Number:	(APN) 016-406-09
Case Planner:	Rob Pyzel

Request:

The applicant has requested a one (1) year Extension of Time (**March 3, 2023**) to record the first in a series of final maps for the Traditions Village 1 tentative subdivision map located in Dayton, NV.

Staff Recommendation:

Staff recommends approval of the extension of time request.

FINDINGS AND MOTIONS:

If the Board of Commissioners determines that there is sufficient reason to **approve** the requested extension of time for the applicant, the Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners finds that:

A. The requested extension of time is consistent with the applicable provisions of Lyon County Code;

B. The requested extension of time will not be detrimental to the public health, safety, convenience and welfare; and

C. The requested extension of time will not result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners approves the request by Stan Lucas/Project One for a one (1) year extension of time (March 3, 2023) to record the final subdivision map or first in a series of final subdivision maps for the Traditions Village 1 Subdivision (APN 016-406-09) (PLZ-18-0013).

ALTERNATIVE FINDINGS AND MOTIONS:

The alternative motions suggested below are offered for the Board of Commissioner's consideration.

Alternative for Continuance:

If the Board of Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the requested time extension for the Traditions Village 1 tentative subdivision map, the Board should make appropriate findings and move to **continue** the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request. The Board may wish to consider a motion similar to:

The Board of Commissioners finds that:

A. Additional information, discussion and public review are necessary for a more thorough review of the requested time extension.

Based on the above findings and with the applicant's concurrence, the Lyon County Board of Commissioners continues the request by Stan Lucas/Project One for a one (1) year extension of time (March 3, 2023) to record the final subdivision map or first in a series of final subdivision maps for the Traditions Village 1 Subdivision (APN 016-406-09) (PLZ-18-0013) for __ days.

Alternative for Denial:

If the Board of Commissioners determines they do not want to extend the tentative subdivision map approval for the proposed Traditions Village 1 development, the Board will need to make findings that support denial of the requested time extension. The Board may wish to consider a motion similar to:

The Lyon County Board of Commissioners finds that the requested extension of time:

A. Would be detrimental to the public health, safety, convenience and welfare; and

B. Would result in material damage or prejudice to other property in the vicinity.

Based on the aforementioned findings, the Lyon County Board of Commissioners denies the request by Stan Lucas/Project One for a one (1) year extension of time (March 3, 2023) to record the final subdivision map or first in a series of final subdivision maps for the Traditions Village 1 Subdivision (APN 016-406-09) (PLZ-18-0013).

GENERAL INFORMATION

Staff Review and Comments:

The Traditions Village 1 tentative subdivision map was approved by the Board of Commissioners on May 3, 2018 subject to 27 Conditions of Approval.

Condition #1 of the 2018 tentative subdivision map approval states the following:

"*1. Approval of the tentative map shall not constitute acceptance of the final map. Approval of the tentative map shall lapse unless a final map based thereon is presented to the Board of Commissioners* ***within four (4) years from the date of such approval****, unless a provision for an extension of time has been granted. The Board of County Commissioners, with the recommendation of the Community Development Department, may grant to the developer a single extension of not more than two (2) years within which to record a final map after receiving approval of the tentative map.*"

In the letter submitted requesting the extension of time, the applicant states that the development has not yet commenced because of the issues regarding necessary off-site easements required to connect to the Lyon County Utilities Department (LCUD) sewer system as well as assignment of an existing LCUD water line easement through the property. Both situations have taken longer to resolve than anticipated.

The letter requesting the extension of time goes on to state that the applicant intends to resolve these issues prior to May 3, 2022. But at this time, they do not have all of the signatures necessary to submit a complete final subdivision map application. Additionally, letter goes on to state that the Board of Commissioners is now holding the second meetings of each month outside of Yerington and as such, the availability of Board meetings that final subdivision maps are heard has been reduced.

Staff believes that the three findings supporting an extension of time can be met:

A. **The requested extension of time is consistent with the applicable provisions of Lyon County Code.**

The extension of time request is consistent with the subdivision of land sections of Title 15in that the applicant is attempting to secure all of the necessary approval and signatures on the final subdivision map, but has had unexpected issues arise from the previous attempt to develop the site involving the installation of infrastructure in the 2000's done without the benefit of securing utility easements or locating utility easements within future public rights-of-way. As such, the LCUD Director has had to work with the applicant to resolve these mistakes which has delayed the project unexpectedly.

B. The requested extension of time will not be detrimental to the public health, safety, convenience and welfare.

The extension of time will not be detrimental to the public health, safety, convenience or welfare as securing the utility easements is necessary to allow for the LCUD to operate and maintain the water and sewer system within the project.

C. The requested extension of time will not result in material damage or prejudice to other property in the vicinity.

The extension of time will not result in material damage or prejudice to other property in the area as relocating the water and sewer lines' easements creates certainty as to the location of

these infrastructure improvements and allows LCUD to operate and maintain their infrastructure located within these easements.

February 16, 2022

Mr. Andrew Haskin, Community Development Director
Lyon County Community Development
27 S. Main Street
Yerington, NV 89447

RE: Traditions Village 1 (PLZ-18-0013), Tentative Map Extension of Time Request

Dear Mr. Haskin:

On behalf of Stan Lucas, the property owner for the Traditions Village 1 Tentative Map, I would like respectfully request a one-year extension of time for recordation of the first final map associated with this project. The Traditions Village 1 Tentative Map was approved on May 3, 2018 for 312 single-family residential lots and is located in Dayton, Nevada just east of the Sutro Estates subdivision.

As you are aware, the project is currently under construction and we are working diligently to meet the map approval conditions, as well as additional requirements that have come up through the review process. The most recent challenge has been related to necessary offsite easements required for connection to the county sewer system, as well assignment of an existing waterline easement through the property that was recently brought to our attention. The offsite sewer easements in particular took much longer to resolve with offsite property owners than we had originally anticipated. We believe the easement requirements have been adequately addressed but are still waiting for approval and final signatures on the first phase final map.

It is still our intention to record the Phase 1 final map prior to May 3, 2022. However, until we have final approval of our map and all signatures obtained, we cannot submit the map package. Additionally, because land use matters must be heard and acted upon in the county seat of Yerington, and the Board of County Commissioners has chosen to move meeting locations out of the County seat for one meeting a month, our available meeting dates are limited.

As a result, I believe it's in the best interest of Stan Lucas and the Traditions, Village 1 Tentative Map that we request a one-year extension on the map in the event that we are not able to meet the deadline to record a map by May 3, 2022.

Thank you for your consideration. If you have questions or concerns, please contact me at (775) 250-7981 or susan@project-one.com.

Sincerely,

Susan Pansky, AICP
Representative for Stan Lucas

LYON COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6591
FAX: (775) 463-5305

34 LAKES BOULEVARD
DAYTON, NEVADA 89403
(775) 246-6135
FAX: (775) 246-6147

REPORT OF PLANNING COMMISSION HEARING & ACTION

PLZ-18-0013	Tentative Subdivision Map – Traditions Village 1
Meeting Date:	May 3, 2018
Owner:	Stan Lucas
Applicant:	Same
Representative:	Manhard Consulting
Area Location:	Dayton
Parcel Number(s):	(APN) 016-406-008, 016-406-006
Existing Zoning:	NR-1 (Single Family Nonrural Residential – 6,000 sq. ft. min.) and NR-2 (Multiple Residential Nonrural Residential – 8,000 sq. ft. min.)
Proposed Zoning:	NR-1 (Single Family Nonrural Residential – 6,000 sq. ft. min.) and NR-2 (Multiple Residential Nonrural Residential – 8,000 sq. ft. min.) (refer to PLZ-18-0010)
Master Plan:	Suburban Residential (Suburban Character District)
Flood Zone:	X Unshaded and X Shaded
Case Planner:	Rob Pyzel

Request:

The applicant requests approval of a Tentative Subdivision Map to create 312 single family residential lots on approximately 110.27 acres with the remaining acreage left undeveloped at this time and designated as a remainder parcel.

Staff Recommendation:

Staff recommends **approval** of the proposed Tentative Map based on consideration of the Findings as listed below in the staff report and subject to the recommended Conditions of Approval included in the staff report.

Planning Commission Recommendation:

Based on consideration of Findings A – K and subject to the recommended Conditions of Approval as listed in the staff report, the Lyon County Planning Commission voted 7-0 to forward a recommendation of approval of the request for the proposed Tentative Map.

Recommended Findings and Motion:

If the Lyon County Board of Commissioners has considered the following findings in reviewing the Traditions Village 1 Tentative Subdivision Map request, then the Board must make Findings to approve the Tentative Subdivision Map request. The Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners has considered the request for a Tentative Subdivision Map for Traditions Village 1 Subdivision in light of:

A. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

B. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

C. The availability and accessibility of utilities;

D. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

E. Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

F. General conformity with the governing body's master plan of streets and highways;

G. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

H. Physical characteristics of the land such as floodplain, slope and soil;

I. The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

J. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and

K. The submission by the applicant/property owner of an affidavit stating that the applicant/property owner will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the applicant/property owner or any successor in interest.

Based on the review of the aforementioned findings, the Lyon County Board of Commissioners <u>approves</u> the request for a Tentative Subdivision Map for Traditions Village 1 Subdivision in Dayton, as identified on Assessor Parcel Maps 016-406-006 and 016-406-008 (PLZ 18-0013) subject to the following Conditions of Approval:

1. Approval of the tentative map shall not constitute acceptance of the final map. Approval of the tentative map shall lapse unless a final map based thereon is presented to the Board of Commissioners **<u>within four (4) years from the date of such approval</u>**, unless a provision for an extension of time has been granted. The Board of County Commissioners, with the recommendation of the Community Development Department, may grant to the developer a single extension of not more than two (2) years within which to record a final map after receiving approval of the tentative map.
2. The applicant shall comply with all Federal, State, County and special purpose district regulations.
3. The developer shall provide the proposed Covenants, Conditions and Restrictions ("CC&Rs"), landscape maintenance association/homeowners association agreements, easements and/or other legal instruments containing sufficient detail to constitute enforceable provisions necessary for operation and maintenance by the developer and his successors, and assignees as well as the individual subdivision lot property owners as the project is subdivided and the individual lots sold for all common areas and storm drainage facilities (easements, channels and basins) as well as any associated landscaping within the common open space lots and storm drainage facilities and other provisions necessary for the subdivision as approved, for review by the Community Development

Director, the Utilities Director, the County Engineer and District Attorney's Office. The approved legal instrument shall be signed and recorded prior to approval of a final map or first in a series of final maps for the project.

4. The applicant shall submit and receive approval of a street-naming application prior to submittal of an application for a final map or first in a series of final maps. Should any requested street name(s) be denied, the Community Development Director is authorized to administratively process a request for a replacement street name(s), obtain review and comment from the fire district with jurisdiction, Road Department and any other appropriate agency, and approve a revised street name(s) without the requirement of a public hearing before the Planning Commission.
5. A phasing plan must be submitted prior to the recordation of the first final map if the development is to be phased.
6. All property taxes must be paid in full through the end of the fiscal year (June 30) and any applicable agricultural deferred taxes shall be paid in full prior to recordation of any final map.
7. The applicant shall comply with the final subdivision map requirements as prescribed by NRS 278 and Title 11 of the Lyon County Code.
8. Required recording fees to be paid at time of recording map.
9. No lot shall be offered for sale or sold until the final subdivision map has been approved and recorded.
10. No building permits shall be accepted for processing until a final subdivision map has been approved and recorded.
11. The applicant shall make corrections of any engineering or drafting errors and other technical map corrections to the satisfaction of the County Engineer and Community Development Director prior to submitting the final subdivision map for recordation.
12. The applicant shall pay the actual costs for County Engineer plan and map checking and County Inspector site improvement inspection fees, in accordance with the adopted County fee resolution in effect at the time, and provide proof of payment to the Community Development Department prior to final subdivision map recordation.
13. The applicant shall provide written evidence (i.e. 'will-serve' letters) demonstrating that the proposed parcels are able to be served by municipal water and sewer systems, natural gas, electricity, cable television, and telecommunications prior to recordation of a final subdivision map or first in a series of final maps for this project.
14. The applicant shall provide the final subdivision map to the Lyon County GIS Coordinator in form and format compatible with the County geographical information system (GIS) pursuant to 11.05.09 of the Lyon County Code. The scale of the site plan, improvements, monuments and other items shall be in model space correctly oriented to coordinate system as established by the GIS Coordinator. Cover sheet and standard details need not be included.
15. The applicant shall comply with County requirements, in accordance with Chapter 11.07.14(F) of the Lyon County Code, mandating that a grading permit(s) be obtained for any site development work prior to any disturbance occurring on the subject site. The grading permit application shall also include documentation of approval of a Stormwater Pollution Prevention Plan ("SWPPP") with the Nevada Department of Environmental Protection (NDEP).
16. The applicant shall obtain any required Air Quality Permit(s) from the (NDEP) and apply appropriate dust abatement processes as part of the development construction prior to any disturbance on the site.

17. The improvements required by the terms of Title 11 of the Lyon County Code shall be inspected by the County as the work progresses. Such improvements shall not be started until the inspection fee, required as a prerequisite to the filing of the final map, has been paid.

18. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.

19. The applicant shall comply with Lyon County improvement requirements as set forth in Chapter 11.07 of the Lyon County Code including, but not limited to:

    a. The developer shall construct Traditions Parkway and Nevada Station Parkway from Highway 50 to the project site as part of the final map or first in a series of final maps for the project. Initial improvements shall at a minimum consist of two travel lanes in each direction within the two street rights-of-way to the approval of the County Engineer, the Road Superintendent the Central Lyon County Fire Protection District ("CLCFPD") Fire Chief. If the project is developed in phases, then as the successive final maps are submitted the Traditions Parkway and Nevada Station Parkway shall be expanded to accommodate the additional traffic from construction workers and residents of the project to the approval of the County Engineer, Road Superintendent and CLCFPD Fire Chief.

    b. Access onto Corral Drive and Dayton Village Parkway shall be barricaded to prevent public use until the Road Superintendent determines the improvements to Nevada Station Parkway and Traditions Parkway are sufficiently complete to allow access to the public through to the Sutro Heights Subdivision.

    c. The developer shall obtain all necessary encroachment permits and approvals as well as coordinate and comply with the requirements of the Roads Department;

    d. The developer shall design the street alignments in compliance with AASHTO standards to the approval of the Road Superintendent;

    e. The developer shall install all required signage, striping and traffic control improvements in compliance with Nevada Department of Transportation and Lyon County requirements;

    f. Street name signage shall be installed.

    g. The developer shall install street lighting in compliance with the requirements of the Roads Department;

    h. The developer shall submit a detailed geotechnical report with the final map(s) for the project that includes roadway structural sections and the structural section calculations demonstrating that the proposed structural section is adequate to support the weight of the anticipated traffic;

    i. The developer shall provide a slurry seal onto the streets and roadways in compliance with the current County standards every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the rights-of-way for all streets and roadways within the subdivision; and

    j. The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County rejects the offer of dedication at this time and will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.

    k. The developer shall install Type 3 barriers and cattle guards at the terminus of all streets that terminate at the boundaries of the subject site and vacant undeveloped lands to the satisfaction of the Road Superintendent;

20. The applicant shall comply with Lyon County's 1996 drainage guidelines (as revised 2006). The applicant shall demonstrate that the proposed drainage facilities will comply with the Lyon County Drainage Requirements to the satisfaction of the County Engineer and Utilities Department Director

prior to recordation of the final subdivision map. Major drainage facilities shall be constructed in the first phase of development and each phase of building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases of development.

a. The developer shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.
b. Prior to recordation of a final map or first in a series of final maps for the project, the applicant together with the County shall work in good faith to acquire off-site drainage easements through downstream properties receiving stormwater from the project.
c. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary to protect source water from potential stormwater contamination have been designed and will be installed prior to approval of a final subdivision map or first in a series of final maps for this project.
d. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director, and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge have been designed and installed prior to approval of a final subdivision map or the first in a series of final maps for this project.
e. The applicant shall demonstrate to the satisfaction of the County Engineer, the County Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the stormwater system have been developed and put in place prior to approval of a final subdivision map or first in a series of final maps for this project.
f. Debris grates are required at the pipe inlets of the retention/detention basins.

21. The applicant shall complete any and all required development improvements and facilities to the satisfaction of the Community Development Director, County Engineer, Road Director, Utilities Director, Building Official, CLCFPD or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to recordation of a final subdivision map or first in a series of final maps for this project. There may be temporary restrictions to obtaining building permits even with an acceptable security instrument depending on the County's approval of the various systems. All facility construction shall be completed and inspected to the Building Official's satisfaction prior to the issuance of a Certificate of Occupancy will be allowed in any single family residence for this project.
22. The applicant shall comply with all applicable building and fire code requirements.
23. The water system must meet the requirements of the Lyon County Utilities Department and CLCFPD and be constructed in accordance with the following:
    a. The location of fire hydrants shall be determined by the CLCFPD Fire Chief or their designee.
    b. A minimum required fire flow is required for each fire hydrant as directed by the CLCFPD Fire Chief or their designee.
    c. Prior to any combustible materials being brought on site the following shall occur:
    d. All required fire hydrants are to be installed and fully operating.
24. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
25. The applicant will maintain the property until the development is complete. This maintenance will include the semi-annual mowing of all weeds within the development boundaries and the removal of noxious weeds when they are identified.

26. The applicant shall post and maintain a rules and regulations sign at the entryways to the property until it is fully developed. The signs shall be intended for the subcontractors performing work and shall include:
    a. No loud music;
    b. No alcohol or drugs;
    c. Dispose of personal trash and site debris;
    d. Clean up any mud and or dirt that is deposited from the construction parcels onto the streets; and
    e. No burning of construction or other debris on the property.
27. All debris on construction sites must be contained and removed periodically as required for safety and cleanliness to the satisfaction of the Lyon County Community Development Department.

Alternative Findings and Motions:

The alternative motions suggested below are offered for Board of Commissioners consideration.

Alternative for Continuance:

If the Board of Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the proposed Traditions Village 1 Tentative Subdivision Map, the Board should make appropriate findings and move to **continue** the Public Hearing with a specific time period for the applicant to provide additional specific information necessary for the analysis of the request. The Board may wish to consider a motion similar to the following:

The Board of Commissioners finds that:

A. Additional information, discussion and public review are necessary for a more thorough review of the proposed Traditions Village 1 Tentative Subdivision Map.

Based on the above finding and with the applicant's concurrence, the Lyon County Board of Commissioners continues of the request for a Tentative Subdivision Map for Traditions Village 1 Subdivision, as identified on Assessor Parcel Maps 016-406-006 and 016-406-008 (PLZ 18-0013), for ___ days.

Alternative for Denial:

If the Lyon County Board of Commissioners has considered the following findings in reviewing the Traditions Village 1 Tentative Subdivision Map request, then the Board must make Findings and a motion to deny the Traditions Village 1 Tentative Subdivision Map. The Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners has considered the requested Tentative Subdivision Map for Stan Lucas in light of:

A. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

B. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

C. The availability and accessibility of utilities;

D. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

E. Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

F. General conformity with the governing body's master plan of streets and highways;

G. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

H. Physical characteristics of the land such as floodplain, slope and soil;

I. The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

J. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and

K. The submission by the applicant/property owner of an affidavit stating that the applicant/property owner will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the applicant/property owner or any successor in interest.

Based on the review of the aforementioned findings, the Lyon County Board of Commissioners denies the request for a Tentative Subdivision Map for Traditions Village 1 Subdivision in Dayton, as identified on Assessor Parcel Maps 016-406-006 and 016-406-008 (PLZ 18-0013).

PROPERTY INFORMATION:

Location:

The subject site is located on the west side of the intersection of Prairie Gate Road and Nevada Station Parkway located within the former Traditions Planned Unit Development generally located west of the Traditions Parkway/Highway 50 intersection, Dayton, NV.

Size:

The amount of land that comprises the subject site is approximately 1.22 acres in size total.

Access:

Access is currently via Prairie Gate Road, Nevada Station Parkway, Traditions Parkway to Highway 50.

Physical and Topographic Attributes:

The subject site slopes gently to the southeast. As noted above, the subject site was part of the Traditions PUD and about two-thirds (2/3rds) of the subject site has been mass-graded in preparation of development prior to the developer going bankrupt in the most recent recession. As such, a portion of the previously approved street alignments and storm drainage facilities have been graded.

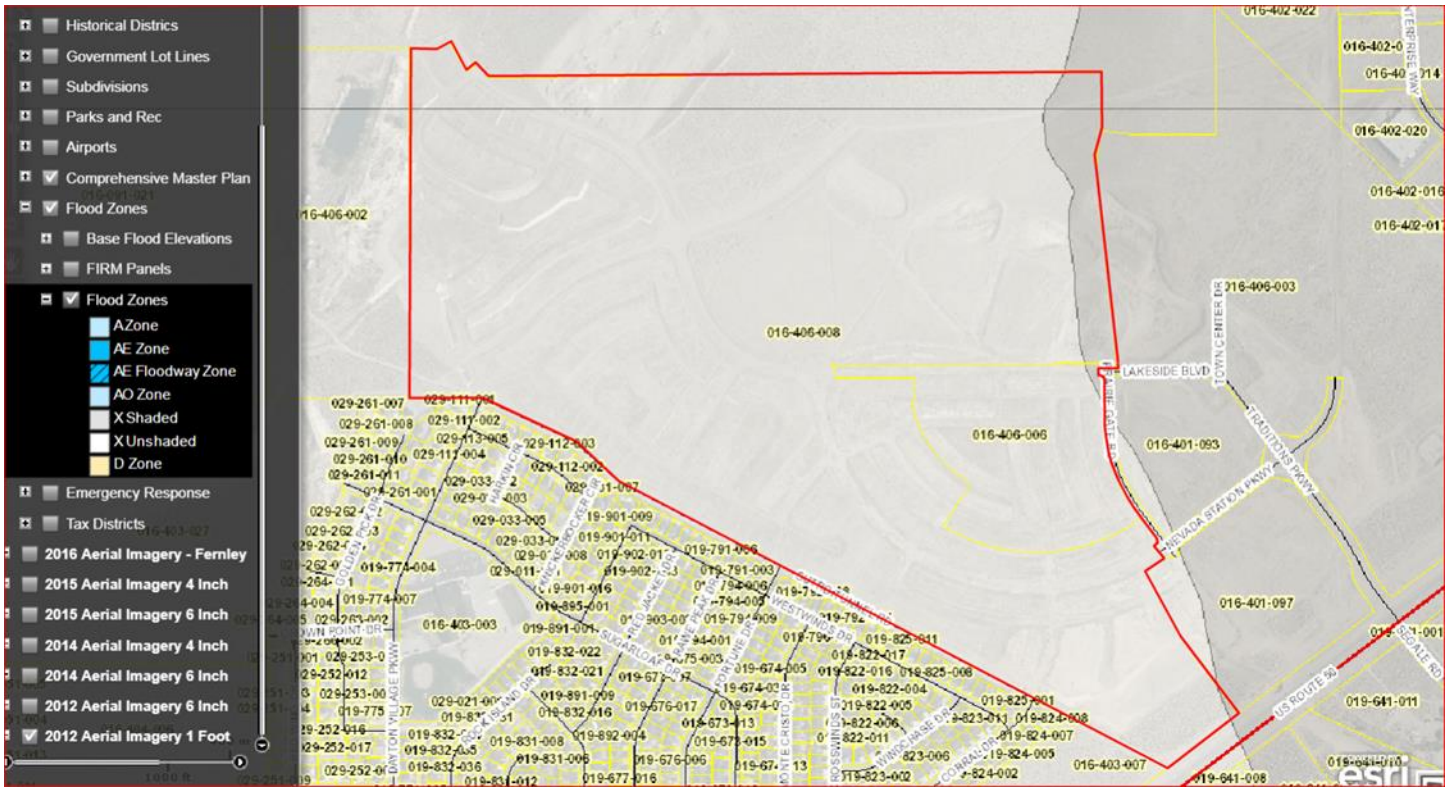
The physical features and topographic characteristics of the subject site do not limit the development suitability of the project. There are no significant physical or topographic features that should be protected, there are no significant topographic grade differences that require extensive grading of the subject site,



Flood Zone:

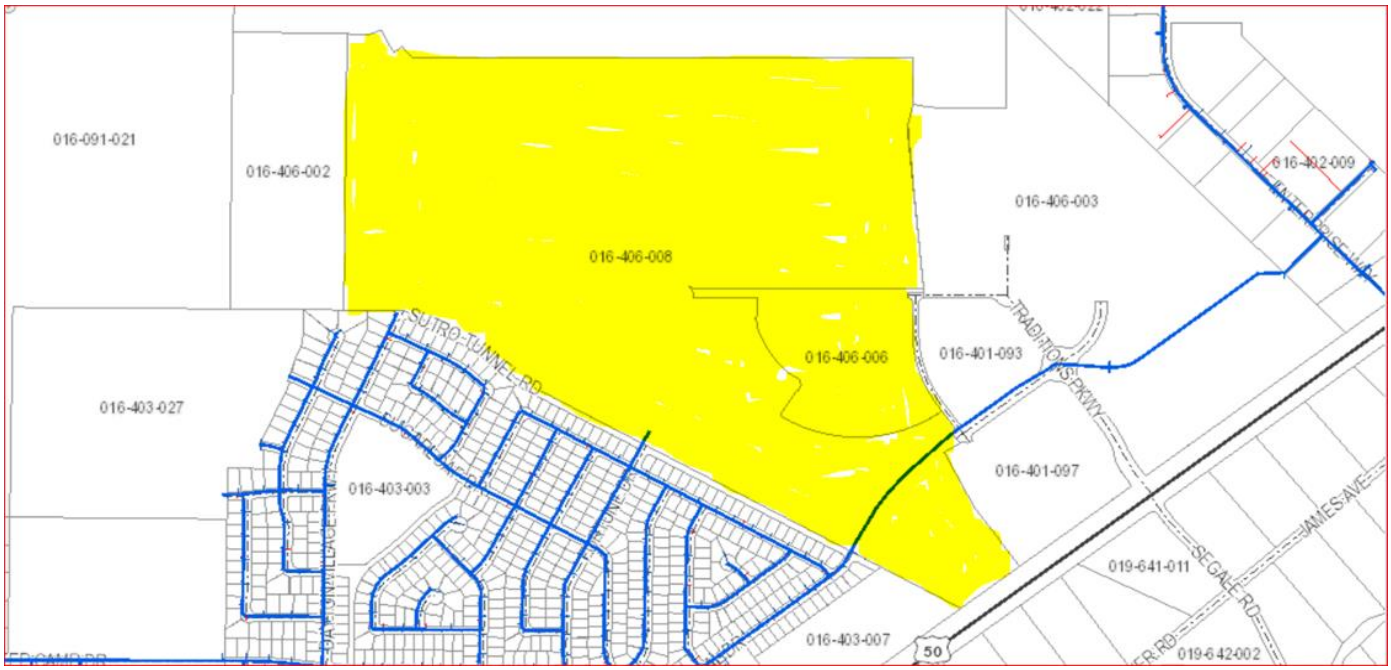
The subject site is located within the X Unshaded and X Shaded Flood Zones. This flood zone designation indicates that the majority of the subject site is located within the X Unshaded zone which, but there is a small portion of the eastern portion of the subject site is located within the while the X Shaded portion of the subject site is in an area considered to be:

- Areas of one percent (1%) annual chance sheet flow flooding where average depths are less than one foot (1'),
- Areas of one percent (1%) annual chance flooding where the contributing drainage is less than one square mile, or
- Areas protected from the one percent (1%) annual chance flood by levees.



Water:

There is a 12-inch water line that are stubbed to the subject site at the terminus of Fortune Drive as well as a 12-inch line that crosses the southern portion of the subject site.



Sewer:

There are existing 8-inch domestic sewer lines located at Fortune Drive and Corral Drive that are stubbed into the subject site.



Background:

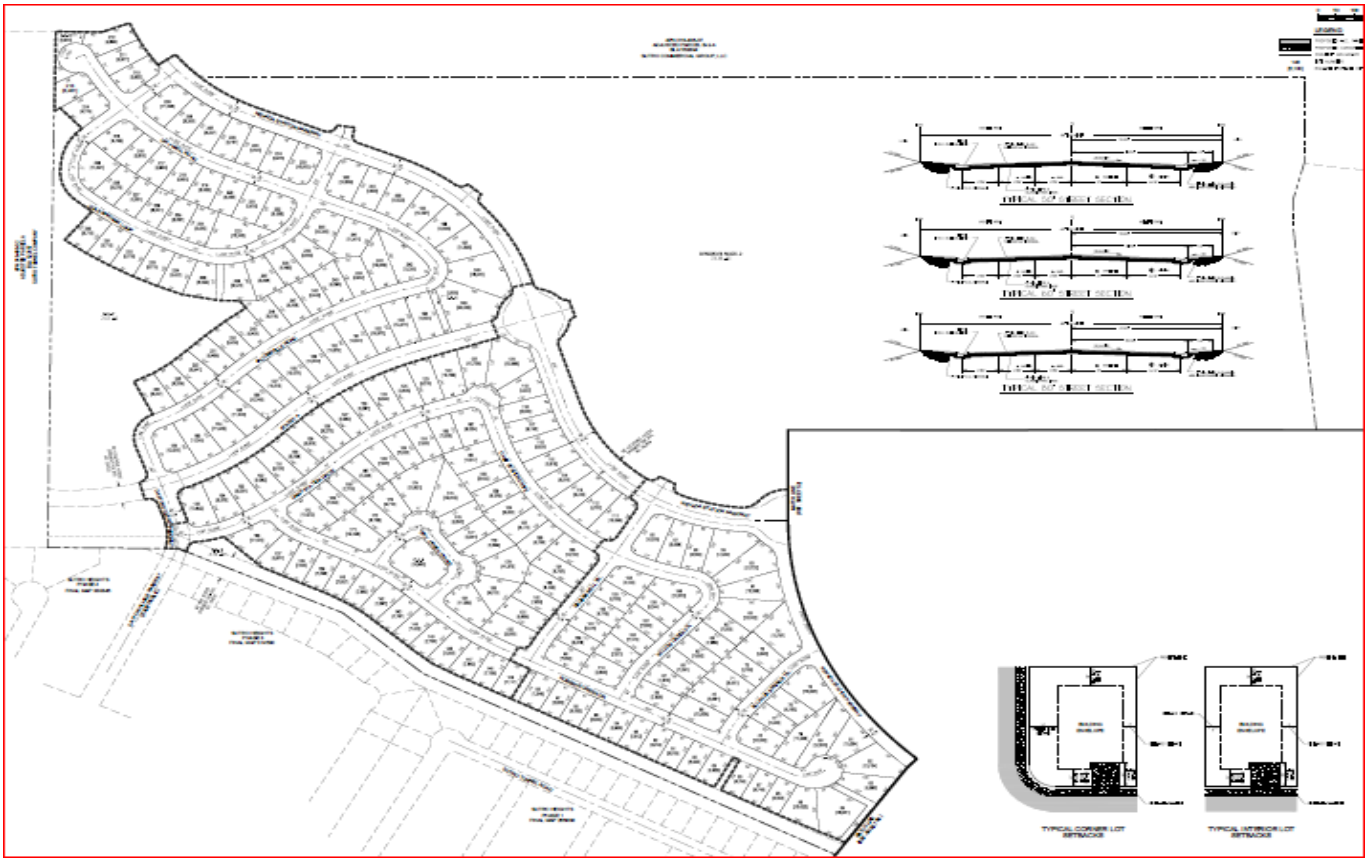
Current Use:

The site is vacant and undeveloped at this time. Initial mass grading occurred as part of the Traditions Planned Unit Development. The developer of Traditions PUD went bankrupt in the last recession and the properties were subsequently sold to three different owners. The three owners had different development plans for the properties and the Traditions PUD was subsequently abandoned on December 17, 2015. The properties were rezoned to conform to their zoning prior to the approval of the Traditions PUD.

The applicants have submitted for review concurrently with the Tentative Subdivision Map requests to change the current zoning on a portion of the subject site (PLZ-18-0010) as well as a Boundary Line Adjustment (which is reviewed administratively) in order to avoid creating split zoning on one of the parcels in question.

Tentative Subdivision Map:

The applicant is requesting approval of a tentative subdivision map that would allow for a 110.27 acre portion of the 200.97-acre subject site to be developed into 312 single family residential lots with a minimum lot area of 6,000 square feet. The remainder 90.7 acres would be developed in the near future. The resulting development would have a density of 2.83 dwelling units per acre (312 du/110.27 ac). The lots would range in size from a minimum of 6,000 square feet to 20,530 square feet with an average lot size of 8,730 square feet. The tentative map includes common areas that are comprised of storm drainage facilities, open spaces and a pocket park located at Dry Creek Circle and Roberts Creek Drive. These common areas/open space areas are approximately 18.87 acres in total and the remaining acreage is associated with rights-of-way areas and are proposed to be maintained by a homeowners association, landscape maintenance association or similar such property owners association to the satisfaction of Lyon County. The layout of the proposed subdivision does reflect the existing mass-grading that occurred on-site as part of the Traditions PUD development that occurred prior to the recession and abandonment of the Traditions PUD:



NRS 278.349(3) lists the items that the County must consider when reviewing a tentative subdivision map application. Each finding is listed in **bold type** below and is addressed by the applicants in *italic type* immediately following each finding. Staff's response is in normal type.

A. Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;

The subject parcels are served by municipal water service. The parcels have frontage on Dayton Valley Road (sic)*, a county-designated arterial roadway. An intent to serve letter from Lyon County Utilities is include with this application. There are existing water mains located along Nevada Station Parkway. Water stubs are also proposed to connect to existing infrastructure at Dayton Village Parkway, through Common Area Parcel 3 and Corral Drive.*

The subject parcels are served by municipal sewer service. The parcels have frontage on Dayton Valley Road (sic)*, a county-designated arterial roadway. An intent to serve letter from Lyon County Utilities is include with this application.*

The proposed 8" sanitary sewer mains from the Traditions Village One project will connect into one 8" stub, located on the east side of the site, south of the intersection of Prairie Gate Road and Nevada Station Parkway, provided during the previous construction phase. The existing 8" sewer main runs south then east to an existing sewer lift station. Prior to Lyon County's acceptance, the existing sewer infrastructure will be cleared of debris, television inspected, and air tested. The sewer system has been designed and sized consistent with the previously-approved sewer collection system master analysis.

Environmental and Health Regulations:

- Water Pollution: The State Department of Environmental Protection ("NDEP") regulates storm water discharges through the Stormwater Pollution Prevention Plan (SWPPP") which is required whenever a project discharges in the Waters of the United States (WOTUS) and the project either disturbs more than one acre or disturbs less than one acre, but is part of a larger common plan for development or sale that will ultimately disturb one acre or more. A Stormwater Pollution Prevention Plan ("SWPPP") is required to be submitted and approved by the NDEP prior to the start of grading the project site.
- Air Quality: Air quality is also regulated by NDEP for dust control during grading and construction on projects greater than 5 acres in size through the Surface Area Disturbance ("SAD"") permit.

Solid Waste:

Lyon County has a franchise agreement with Capital Disposal to deal with solid waste disposal.

Water Supply:
The State Division of Water Resources ("DWR") reviews tentative subdivision map applications to determine:

- Whether there is sufficient water;
- Is the manner of use correct;
- Whether the subdivision is within the correct place of use and if not, has an expansion of service area occurred or is pending;
- Verify surface versus groundwater rights;
- Check for decreed water;
- Verify water agreements between purveyors; and
- Check for drought factors; and verify Public Utilities Commission water use duties dependent on lot sizes.

Facilities to Provide Water:

As noted and illustrated above in the staff report, Lyon County Utilities Department currently has a 12-inch water line that are stubbed to the subject site at the terminus of Fortune Drive as well as a 12-inch line that crosses the southern portion of the subject site.

Facilities to Provide Sewage Disposal:

As noted and illustrated above in the staff report, Lyon County Utilities Department currently has existing 8-inch domestic sewer lines located at Fortune Drive and Corral Drive that are stubbed into the subject site.

B. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

As described above, the development will be provided domestic water service from Lyon County Utilities Department which has issued an 'Intent-to-Serve' letter that complies with the applicable health standards for tentative subdivision map review purposes.

Staff would note that the water rights situation will be reviewed in depth continuously with staff and the State DWR with the submittal and review of the final subdivision maps for the project. No final approvals that would allow for development to occur will be granted until the water rights dedications have been secured to the satisfaction of the State Engineer and Lyon County. Part of the water rights review includes determining that the water rights are in good standing and have uncommitted water sufficient to fulfill the requested allocation.

C. The availability and accessibility of utilities;

Intent to serve letters from power, natural gas, telephone and cable have been provided in this application indicating that utility service is available to serve Desert Wells Preserve. As indicated throughout this report, the developer is working with Lyon County to supply water and sewer service to the project.

Staff has received the 'Intent-To-Serve' letters from Lyon County Utilities Department for water service (subject to several conditions that will have to be met) and for sewer service (subject to several conditions that have to be met).

'Will-Serve' letters have not been submitted with the application materials from AT&T, Charter Communications, Southwest Gas and NV Energy for telephone, cable television, natural gas and electrical service respectively. However, the facilities are all readily available to the subject site as similarly to the water and sewer infrastructure, underground utilities were installed as part of the Traditions PUD. As with all development, the utility service providers for telephone, cable television, natural gas and electrical service have to sign off on any final map prior to recordation and the developer will have to pay for the installation of the necessary extension of the utilities listed above as part of the cost of the proposed development.

D. The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;

The Central Lyon County Fire Protection District provides paramedic, advanced life support, and fire prevention and suppression services tot eh Dayton Area and will serve this project area. The nearest fire station is +/- ½ mile from the project area. The Lyon County Sheriff Department provides police protection services to the area. The Sheriff substation is approximately 2.7 miles away.

Lyon County School District provides education services to Dayton. The closest schools are Sutro Elementary School (approximately ½ mile), Dayton Intermediate School, and Dayton High School (both approximately 3 miles away). The School District has been consulted in the development of this Tentative Map design and has not requested land for a school site. LCSD receives revenue from a School Impact Fee collected by Lyon County, School Operating and School Debt Taxes, and a Distributive School Account (per student).

The application includes a proposed 16,862 square foot 'pocket park' to be maintained by the property owners within Traditions Village 1 through a homeowners association, landscape maintenance association or similar such property owners association to the approval of Lyon County.

The closest library is the Dayton Branch of the Lyon County Library which is located approximately 4 miles to the west on Old Dayton Valley Road adjacent to the Senior Center.

Staff is of the opinion that there are suitable public services available and accessible to the subject site.

E. Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;

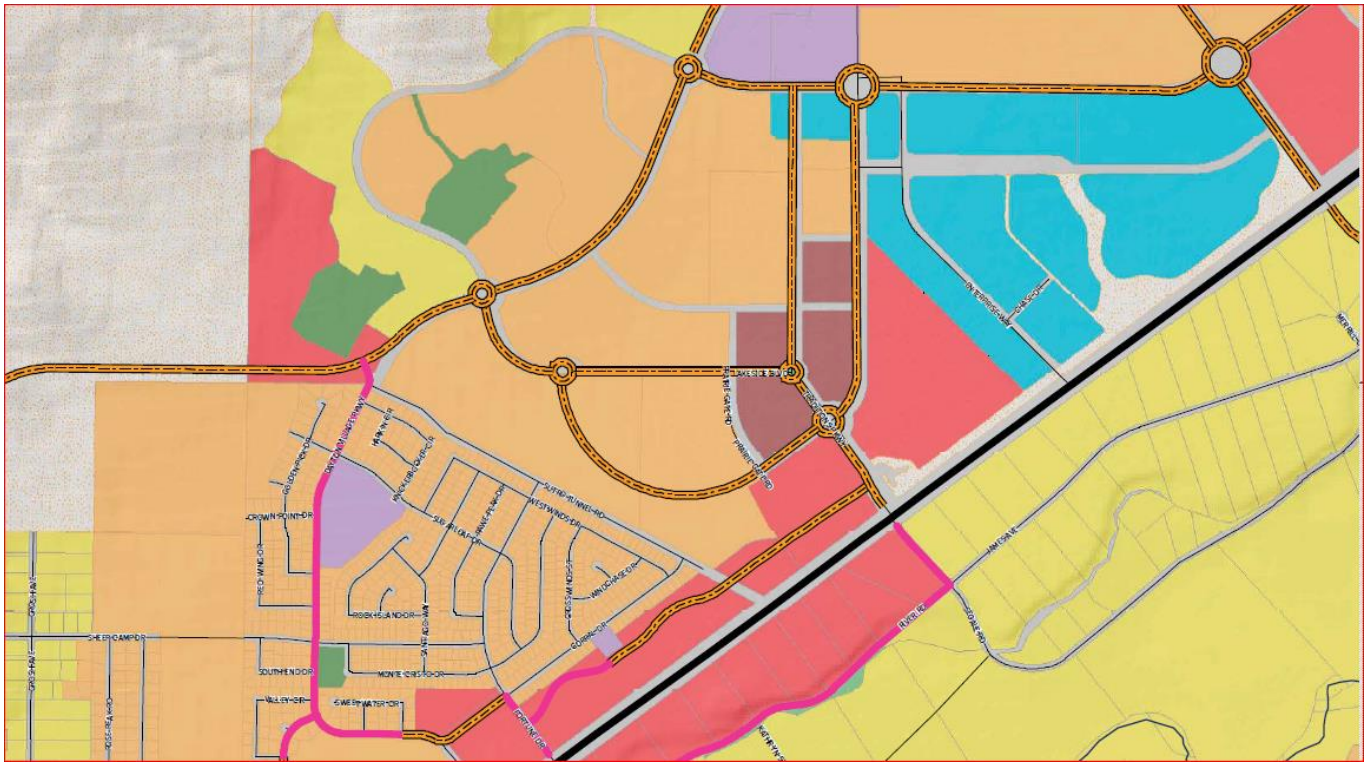
The tentative subdivision map is in conformance with the Master Plan for the subject site in regard to the Character District and land use designation of Suburban Residential. The Tentative Map does show common area in the general location of where the Park land use designation is on the Master Plan land use map for Dayton.

If the applications for the Boundary Line Adjustment and rezoning of 1.22 acres from NR-2 to NR-1 (PLZ-18-0010) are approved, then the tentative subdivision map would be in conformity with the zoning ordinances and master plan.

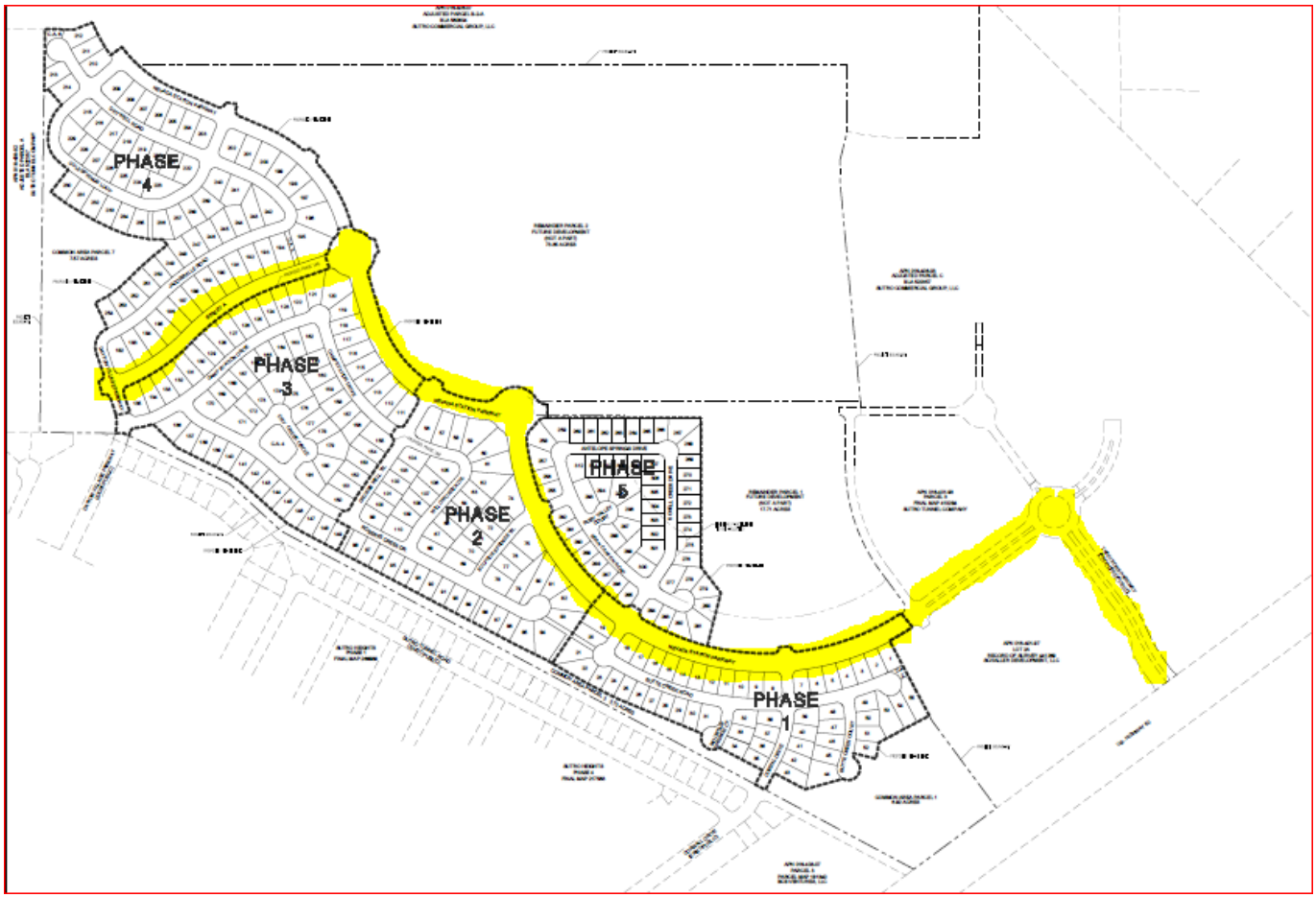
F. General conformity with the governing body's master plan of streets and highways;

The Dayton Transportation Plan in the Master Plan does show as transportation facilities in the area of the subject site alignments that correspond with Traditions Parkway, Nevada Station Parkway and Street "A":

:



Traditions Parkway, Nevada Station Parkway and Street “A” alignments are illustrated below (highlighted in yellow):



Therefore, staff believes that the project is in general conformance with the Dayton Transportation Plan of the Master Plan.

G. The effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

Primary site access will be provided from the construction of Traditions Parkway which is dedicated to the County and intersects with US Highway 50 at the Highway 50/Segale Road intersection. Secondary access will be provided from street connections to Dayton Village Parkway and Corral Drive through the adjacent subdivision.

The subject site is located at the center of the Dayton Valley between Enterprise Way and Fortune Drive. Highway 50 has already been improved to two travel lanes in each direction with a center two-way left turn lane. Access onto Highway 50 is currently a gravel apron that would become Traditions Parkway.

The applicants have included the proposed street cross-sections within the tentative subdivision map application materials, ranging from 50-foot wide local streets to 80-foot wide minor arterial streets. The proposed street layout features curvilinear streets and cul-de-sacs that provide adequate access to serve the project. The street layout would provide alternative access to Highway 50 via Corral Drive and Dayton Valley Parkway which go through the Sutro Heights Subdivision to the west.

The application materials includes a traffic study prepared in December 2017 that analyzed the proposed development with 312 single family detached lots and development of the adjacent NR-2 zoned property under the same ownership (anticipated to result in approximately 348 multi-family dwelling units). The traffic study addresses the project's impact on the adjacent street network. The US Highway 50 intersections with Pine Cone Road, Retail Road, Fortune Drive and Segale Road, the Fortune Drive intersections with Sheep Camp Drive and Sugarloaf Drive, and the Dayton Village Parkway intersections with Sheep Camp Drive and Sugarloaf Drive were analyzed for AM and PM Peak hour capacity and the following project scenarios: existing; existing plus project; 2037 base; 2037 base plus project; and 2037 base plus project plus other project scenarios (other projects include Heritage Ranch and the Dayton Mixed Use project).

The traffic study indicates that the project is anticipated to generate 5,284 average daily trips with 411 trips occurring during the AM peak hour and 528 trips occurring during the PM peak hour. Traffic generated by the proposed Traditions Village One development, including the potential NR-2 development (assumed to result in 348 multi-family units) will impact the adjacent street network.

The traffic study included an intersection capacity analysis of the key intersections:

- US-50/Pine Cone Road:
  - Analyzed as an unsignalized three-leg intersection with stop sign control for the existing, existing with project, 2037 base, and 2037 with project. The intersection was analyzed with the existing lanes for each scenario.
  - Existing - currently operating at a Level of Service ("LOS") C or better except for the eastbound left turn movement which operates at a LOS E during the AM peak hour and LOS F during the PM hour.
  - Existing plus project – eastbound left turn movements operate at a LOS F during the AM and PM peak hours.
  - 2037 base - eastbound left turn movements operate at a LOS F during the AM and PM peak hours.
  - 2037 base plus project - eastbound left turn movements operate at a LOS F during the AM and PM peak hours.
  - 2037 base plus project plus other project scenario - This intersection was analyzed as a unsignalized four-leg intersection with stop sign control for Pine Cone Drive and River Road (east and west approaches) as Dayton Mixed Use will add an access opposite from Pine Cone Drive. In this scenario, the minor movements operate at LOS D while the eastbound and westbound movements operate at LOS F during the MA and PM peak hours. The intersection was analyzed in this scenario as one left turn lane, two through lanes and one right turn lane at the north and south (US-50) approaches and one shared left turn-through lane and one right turn lane at the east and west approaches (Pine Cone Drive and Dayton Mixed Use).
  - Traffic signal warrants are not met during the AM and PM peak hours. However it is anticipated that a signal will ultimately be installed at either the US-50/Pine Cone or US-50/Retail intersections as other projects funnel into those intersections.
- US-50/Retail Road:
  - Analyzed as an unsignalized four-leg intersection with stop sign control for the existing, existing with project, 2037 base, and 2037 with project and 2037 base plus project plus other project scenario. The intersection was analyzed with the existing lanes for each scenario.
  - Existing - currently operating at a Level of Service ("LOS") B or better except for the eastbound left turn movement which operates at a LOS F during the AM peak hour and LOS E during the PM peak hour.
  - Existing plus project – eastbound left turn movements operate at a LOS F during the AM and PM peak hours.

- 2037 base - eastbound left turn movements operate at a LOS F during the AM and PM peak hours.
- 2037 base plus project - eastbound left turn movements operate at a LOS F during the AM and PM peak hours.
- 2037 base plus project plus other project scenario - eastbound left turn movements operate at a LOS F during the AM and PM peak hours.
- Traffic signal warrant 3 is met during the AM and PM peak hours with existing traffic volumes and continue to be met for the remaining traffic scenarios based on the High-T configuration in place. However, the eight additional warrants included in the 2009 *Manual on Uniform Traffic Control Devices* ("MUTCD") are not met, but should continue to be evaluated when considering the need for a traffic signal at this location. As noted above, the traffic study anticipates that a single will ultimately be installed at either the US-50/Pine Cone or US-50/Retail intersections as other projects funnel into those intersections.

- US-50/Fortune Drive:
  - Analyzed as an unsignalized three-leg intersection with stop sign control for the existing, existing with project, 2037 base, 2037 base with project and 2037 base with project and other project scenario. The intersection was analyzed with the existing lanes for each scenario.
  - Existing - currently operating at a Level of Service ("LOS") C or better during the AM and the PM peak hours.
  - Existing plus project –operate at a LOS C during the AM and PM peak hours.
  - 2037 base - operate at a LOS C during the AM and PM peak hours.
  - 2037 base plus project - operate at a LOS C during the AM and PM peak hours.
  - 2037 base plus project plus other project scenario - This intersection is forecasted to operate at a LOS D during the AM peak hour and LOS C during the PM peak hour.
- US-50/Segale Road/Traditions Parkway:
  - The US-50/Segale Road intersection was analyzed as an unsignalized three-leg intersection with stop sign control at the southbound approach and the existing lanes for the existing and 2037 base scenarios. The intersection currently operates at a LOS D during the AM and PM peak hours. For the 2037 base traffic volumes, the northbound left turn movement is anticipated to operate at a LOS F during the PM peak hour.
  - The US-50/Segale Road/Traditions Parkway was analyzed as an unsignalized four-leg intersection with stop sign control at the north and south approaches for the existing plus project and the 2037 base plus project and the 2037 base plus project plus other project scenarios. For these scenarios, the northbound and southbound left turn movements are anticipated to operate at LOS F during the AM and PM peak hours.
  - The traffic study analyzed the US-50/Segale Road/Traditions Parkway intersection as an unsignalized High-T intersection with northbound and southbound left turn movements prohibited for the existing plus project, 2037 base plus project and the 2037 base plus project plus other projects scenarios. In each scenario, the southbound left turn movement is anticipated to operate at a LOS F during the AM and PM peak hours.
  - The traffic study also analyzed the US-50/Segale Road/Traditions Parkway intersection as a roundabout for the existing plus project, 2037 base plus project and the 2037 base plus project plus other projects scenarios. For these scenarios, a roundabout is anticipated to operate at a LOS B or better during the AM and PM peak hours. However constructing a roundabout on an existing four-lane highway is cost-prohibitive and not feasible for the developer.
  - Traffic signal warrant 3 per MUTCD is not met during the AM and PM peak hours for existing and 2037 base traffic volumes. But this warrant is met for the remaining traffic volume scenarios. When analyzed with traffic signal control, the intersection is anticipated to operate at LOS C during the AM and PM peak hours with one left-turn lane and one shared through-right turn lane

at the north and south approaches and one left-turn lane, one through lane and one shared through-right turn lane at the east and west approaches (NDOT's access management standards require separate left run lanes at signalized intersections). The traffic study notes that peak hour warrant 3 should be applied only in unusual cases such as office complexes, manufacturing plants, industrial complexes or other high-occupancy vehicle facilities that attract or discharge large number of vehicles over a short period of time. MUTCD has eight additional warrants that should continue to be evaluated when considering the need for a traffic signal. Additionally the traffic report reviewed the traffic signal spacing requirements per NDOT's access management standards and came to the conclusion that the separation between the signal at Fortune Drive and the location of the US-50/Segale Road/Traditions Parkway intersection would comply with the requirements.

  - The traffic study also looked at the need for an exclusive right-turn lane onto US-50 at Traditions Parkway based on NDOT's access management standards. It concludes that an exclusive right-turn lane onto US-50 from Traditions Parkway would need to contain 550 feet of storage/deceleration length with a 240 foot taper.
  - The traffic study also looked at storage and deceleration and taper requirements for the existing eastbound left-turn movement on US-50 at the US-50/Segale Road/Traditions Parkway intersection and concluded that the existing two-way left turn lane west of Segale Road would meet the required deceleration length of 450 feet.

- Fortune Drive/Sheep Camp Drive:
  - Analyzed as an unsignalized three-leg intersection with stop sign control at the west approach and the existing lane configuration for the existing, existing with project, 2037 base, 2037 base with project and 2037 base with project and other project scenario.
  - The intersection currently operates at LOS A during the AM and PM peak hours.
  - For the remaining scenarios, this intersection operates at LOS B or better during the AM and PM peak hours.
- Fortune Drive/Sugarloaf Drive:
  - Analyzed as an unsignalized four-leg intersection with stop sign control at the east and west approaches and the existing lane configuration for the existing, existing with project, 2037 base, 2037 base with project and 2037 base with project and other project scenario.
  - The intersection currently operates at LOS B during the AM and PM peak hours.
  - For the remaining scenarios, this intersection operates at LOS B or better during the AM and PM peak hours.
- Dayton Village Parkway/Sheep Camp Drive:
  - Analyzed as an unsignalized four-leg intersection with all-way stop sign control and the existing lane configuration for the existing, existing with project, 2037 base, 2037 base with project and 2037 base with project and other project scenario.
  - The intersection currently operates at LOS A during the AM and PM peak hours.
  - For the remaining scenarios, this intersection operates at LOS A during the AM and PM peak hours.
- Dayton Village Parkway/Sugarloaf Drive:
  - Analyzed as an unsignalized four-leg intersection with all-way stop sign control and the existing lane configuration for the existing, existing with project, 2037 base, 2037 base with project and 2037 base with project and other project scenario.
  - The intersection currently operates at LOS A during the AM and PM peak hours.
  - For the remaining scenarios, this intersection operates at LOS B or better during the AM and PM peak hours.

The traffic study also reviewed the traffic crash history of the intersections of US-50 with Pine Cone Road, Retail Road, Fortune Drive and Segale Road based on the standard requirement of NDOT for traffic studies. The crash review was based on data received from NDOT Traffic Safety Engineering for the period between June 1, 2014 - June 1, 2017. The crash review found that:

- US-50/Pine Cone Road:
  - 2 crashes – 0 fatalities; both angle crashes
- US-50/Retail Road:
  - 4 crashes – 0 fatalities; 2 angle collisions, 1 non-collision and 1 sideswipe meeting collision
- US-50/Fortune Drive:
  - 10 crashes – 0 fatalities; 6 rear-end collisions, 2 angle collisions and 2 non-collisions
- US-50/Segale Road:
  - 1 crash – 0 fatalities; 1 non-collision

The traffic study includes the following recommendations to mitigate project traffic impacts (this includes both single family homes and multi-family units):

- That any required signing, striping, or traffic control improvements comply with State Department of Transportation ("NDOT") and Lyon County requirements.
- That traffic signal warrants be periodically reviewed at US Highway 50/Segale Road/Traditions Parkway intersection with development of the project and a traffic signal be constructed by the Traditions Master Plan developers when warranted.
- That the US-50/Segale Road/Traditions Parkway intersection be designed to include an exclusive right turn lane at the eastern approach containing 550 feet of storage/deceleration length with a 240 foot taper.
- That the existing two-way left turn lane at the western approach of the US-50/Segale Road/Traditions Parkway intersection be restriped to include an exclusive left turn pocket containing 625 feet of storage/deceleration length.
- That the US-50/Segale Road/Traditions Parkway intersection be designed to include proper curb radii, sight distance and safety lighting.
- That Traditions Parkway and the project's interior streets be constructed per Lyon County standards.

The Lyon County Road Superintendent had the following comments in regard to the proposed subdivision:

- The developer shall construct Traditions Parkway and Nevada Station Parkway from Highway 50 to the project site as part of the final map or first in a series of final maps for the project. Initial improvements shall at a minimum consist of two travel lanes in each direction within the two street rights-of-way to the approval of the County Engineer and the Road Superintendent. If the project is developed in phases, then as the successive final maps are submitted the Traditions Parkway and Nevada Station Parkway shall be expanded to accommodate the additional traffic from construction workers and residents of the project.
- Access onto Corral Drive and Dayton Valley Parkway shall be barricaded to prevent public use until the Road Superintendent determines the improvements to Nevada Station Parkway and Traditions Parkway are sufficiently complete to allow access to the public through to the Sutro Heights Subdivision.
- The developer shall obtain all necessary encroachment permits and approvals as well as coordinate and comply with the requirements of the Roads Department;
- The developer shall design the street alignments in compliance with AASHTO standards to the approval of the Road Superintendent;
- The developer shall install all required signage, striping and traffic control improvements in compliance with Nevada Department of Transportation and Lyon County requirements;

- The developer shall install street lighting in compliance with the requirements of the Roads Department;
- The developer shall submit a detailed geotechnical report with the final map(s) for the project that includes roadway structural sections and the structural section calculations demonstrating that the proposed structural section is adequate to support the weight of the anticipated traffic;
- The developer shall provide a slurry seal onto the streets and roadways in compliance with the current County standards every five (5) years from the date of installation of asphalt concrete paving of the subdivision's streets and roadways until such time as the subdivision is 90% completed and the County accepts the offer for dedication for the rights-of-way for all streets and roadways within the subdivision; and
- The developer shall make a perpetual offer of dedication for the right-of-way for all streets and roadways within the proposed subdivision. The County rejects the offer of dedication at this time and will not accept the offer of dedication until at least 90% of the lots within the respective unit have been developed, the improvements are inspected and approved by the County, and the County accepts the improvements for maintenance.

NDOT also commented on the tentative map:

- A separate traffic study for approval prior to the NDOT encroachment permit process being initiated.
- The applicant will need an NDOT encroachment permit even if the existing driveways are proposed to be used.
- Any additional work adjacent to NDOT right-of-way (property side) such as drainage, landscaping, grading, etc. may require an NDOT encroachment permit.
- The applicant will need to meet with NDOT District II Traffic and Permitting staff prior to initiating any permits through NDOT (specifically for Traditions Parkway and any required modifications to Fortune Drive).

Staff believes that the applicant is aware of the effects of the proposed subdivision on existing public streets and US-50 and is prepared to address mitigation measures to address the potential traffic impacts.

H. Physical characteristics of the land such as floodplain, slope and soil;

The +/-200.97 acre subject site is undeveloped and a large portion of the site has been mass graded with utilities installed. The site is bordered to the north, east and west by undeveloped land, and to the south by a residential subdivision.

The subject site is located in an area designated as X Unshaded by the current FEMA flood maps. The X Unshaded Zone are areas of minimal flood hazard.

The site's topography is no issue as the subject site has been mass-graded, creating building pads and the street system. There are no significant topographic features such as outcrops, knolls or major drainage features located within the subject site.

A conceptual drainage study was submitted with the tentative subdivision map application materials. The drainage study examined the existing drainage patterns as well as existing flows.

The drainage report notes that the proposed site was mass-graded prior to the last recession and drainage facilities and partial storm drainage networks were constructed with the intent to route on-site and discharge off-site around and and/or through the subject site. The drainage facilities two detention basins connected by a trapezoidal channel. The discharge is conveyed out through a 24-inch culvert to an outlet adjacent to US-50. The stormwater is then conveyed under US-50 through an existing 24-inch culvert.

The soils report submitted with the tentative subdivision map application state that the soil characteristics do not preclude the development of the project.

I. The recommendations and comments of those entities and persons reviewing the tentative map pursuant to NRS 278.330 to 278.3485, inclusive;

To date, staff has received comments from Lyon County Utilities Department (Intent-To-Serve letters), NDOT and Lyon County Road Department. Their comments have been reviewed and incorporated into the staff report and if necessary, the recommended Conditions of Approval.

J. The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and

Central Lyon County Fire Protection District ("CLCFPD") did not forward any comments in regard to the tentative subdivision map application. As such, the CLCFPD may not have any comments at this time. Their comments are typically addressed at the site improvement permit stage, where they work with the civil engineers to locate fire hydrants and address the final lot layout with regards to cul-de-sac diameters, cul-de-sac street lengths, etc.

K. The submission by the applicant/property owner of an affidavit stating that the applicant/property owner will make provision for payment of the tax imposed by chapter 375 of NRS and for compliance with the disclosure and recording requirements of subsection 5 of NRS 598.0923, if applicable, by the applicant/property owner or any successor in interest.

The property owner has submitted said affidavit.

Street Name Request:

Title 11.07.14 advises that street names and suffixes shall be designated by the developer, subject to the approval of the Planning Commission and in accordance with the general policy. The applicant is requesting approval of the following street names in conjunction with the subdivision tentative map approval:

- Antelope Springs Drive
- Butte Creek Road
- Camp Station Drive
- Cole Springs Loop
- Dry Creek Circle
- Dry Well Court
- Dry Well Road
- Grubbs Well Trail
- Jacobsville Road
- Mountain Springs Court
- Roberts Creek Drive
- Sulphur Springs Trail
- Willow Creek Drive

Staff has not received comments on the acceptability of the street names from CLCFPD, Lyon County Sheriff's Office, Dispatch or Road Department. Staff recommends that the Planning Commission include a condition authorizing the Community Development Director to administratively process replacement street names, if necessary, based on the comments of the reviewing agencies.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
16.a

Subject:
For Possible Action: To discuss and provide direction to the County Manager in regards to developing a Bill Draft Resolution (BDR) for the 2023 Legislature, which may include: discussion on possible topics for a BDR; direction to staff to research and come back with information related to a possible BDR; and input from the public on possible topics for a BDR. The Board may direct staff to prepare a resolution and bring back to the Board for further consideration.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
16.b

Subject:
For Possible Action: Approve a resolution adopting policies for naming county facilities, parks, cemeteries, open space and drainages. (Requested by Commissioner Jacobson)

Summary:
This item was heard by the Board of County Commissioners in January 2022. Commissioner Rob Jacobson requested the item. The Board requested amendments to the resolution and for the resolution to be brought back in March. Staff has provided the Board with a clean copy and a track changed copy to show the requested amendments.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval as presented

Recommendation:

ATTACHMENTS
- - Resolution Facility Names (redline edits)
- - Resolution Facility Names

RESOULTION NO.

A RESOLUTION OF THE LYON COUNTY, NV BOARD OF COMMISSIONERS ESTABLISHING POLICY RELATING TO NAMING COUNTY FACILITIES, PARKS, CEMETERIES, OPEN SPACE AND DRAINAGES

WHEREAS, the County of Lyon believes that the designation of names for facilities, parks, cemeteries, open space and drainages should be approached with deliberation; and

WHEREAS, the County of Lyon further believes that the setting forth by resolution of policies and procedures relating to the naming of facilities, parks, cemeteries, open space and drainages

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF LYON COUNTY, NV, DOES RESOLVE AS FOLLOWS:

Section 1. It is the policy of the Lyon County Board of Commissioners to choose names for facilities, parks, cemeteries, open space and drainages.

Section 2. It is the policy of the Lyon County Board of Commissioners to choose names for facilities, parks, cemeteries, open space and drainages based upon the following criteria, in no particular priority order

- Neighborhood or geographical identification
- A natural or geological feature
- Historical or cultural significance
- A historical figure; or individual (living or deceased) who has made significant land, monetary or significant civic contribution to the facilities, parks, cemeteries, open space and drainages; gave their life while serving the United States of America in military service; gave their life while serving Lyon County as an employee or volunteer;
- As required by purchase agreement or grant agreement.

Section 3. The Lyon County Board of Commissioners shall designate names of facilities, parks, cemeteries, open space and drainages. Unless the name of the facilities, parks, cemeteries, open space and drainages is designated in a purchase agreement or an accepted gift of the property, the Board of Lyon County Commissioners should make its selection after receiving a recommendation of the Citizens Advisory

Board(s) and/or Park~~s~~ Board(s) ~~having jurisdiction~~, ~~which shall be based upon~~and from public input from individuals and organizations.

Section 4. Following selection of a name for facilities, parks, cemeteries, open space and drainages by the Board of Lyon County Commissioners, the County shall identify the specific facilities, parks, cemeteries, open space and drainages with appropriate signage specifying the name. The name shall remain for a minimum of 25 years.

Section 5. The County Manager is directed to develop and implement policies and processes to implement the direction and requirements of this resolution.

PASSED, ADOPTED and APPROVED this **3rd** day of ~~**February**~~**March**, **2022** by the following vote of the Lyon County Board of Commissioners.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTIONS: _____

LYON COUNTY BOARD OF COMMISSIONERS

_____
By: Chairman

Attest:

_____
Clerk of the Board

RESOULTION NO.

A RESOLUTION OF THE LYON COUNTY, NV BOARD OF COMMISSIONERS ESTABLISHING POLICY RELATING TO NAMING COUNTY FACILITIES, PARKS, CEMETERIES, OPEN SPACE AND DRAINAGES

WHEREAS, the County of Lyon believes that the designation of names for facilities, parks, cemeteries, open space and drainages should be approached with deliberation; and

WHEREAS, the County of Lyon further believes that the setting forth by resolution of policies and procedures relating to the naming of facilities, parks, cemeteries, open space and drainages

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF LYON COUNTY, NV, DOES RESOLVE AS FOLLOWS:

Section 1. It is the policy of the Lyon County Board of Commissioners to choose names for facilities, parks, cemeteries, open space and drainages.

Section 2. It is the policy of the Lyon County Board of Commissioners to choose names for facilities, parks, cemeteries, open space and drainages based upon the following criteria, in no particular priority order

- Neighborhood or geographical identification
- A natural or geological feature
- Historical or cultural significance
- A historical figure; or individual (living or deceased) who has made significant land, monetary or significant civic contribution to the facilities, parks, cemeteries, open space and drainages; gave their life while serving the United States of America in military service; gave their life while serving Lyon County as an employee or volunteer;
- As required by purchase agreement or grant agreement.

Section 3. The Lyon County Board of Commissioners shall designate names of facilities, parks, cemeteries, open space and drainages. Unless the name of the facilities, parks, cemeteries, open space and drainages is designated in a purchase agreement or an accepted gift of the property, the Board of Lyon County Commissioners should make its selection after receiving a recommendation of the Citizens Advisory

Board(s) and/or Park Board(s), and from public input from individuals and organizations.

Section 4. Following selection of a name for facilities, parks, cemeteries, open space and drainages by the Board of Lyon County Commissioners, the County shall identify the specific facilities, parks, cemeteries, open space and drainages with appropriate signage specifying the name. The name shall remain for a minimum of 25 years.

Section 5. The County Manager is directed to develop and implement policies and processes to implement the direction and requirements of this resolution.

PASSED, ADOPTED and APPROVED this **3rd** day of **March, 2022** by the following vote of the Lyon County Board of Commissioners.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTIONS: _____

LYON COUNTY BOARD OF COMMISSIONERS

_____
By: Chairman

Attest:

_____
Clerk of the Board

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
16.c

Subject:
For Possible Action: Approve amended Lyon County Administrative Policies and Procedures, 1-5 County Commission Meetings.

Summary:
The attached APP brings Lyon County up to date with the Open Meeting Law and provides consistency with our CAB Manual.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Motion to Approve: Move to approve Administrative Policies and Procedures 1-5 County Commission Meetings as presented

Motion to Approve with Amendments: I move to approve Administrative Polices and Procedures County Commission Meetings with the following amendments:

Motion to Deny: I move to deny Administrative Policies and Procedures 1-5 County Commission Meetings as presented

ATTACHMENTS
- - 1-5 County Commission Meetings (redline edits)

	LYON COUNTY **ADMINISTRATIVE POLICIES AND PROCEDURES**	
TOPIC: County Commission Meetings		NUMBER: 1-5
EFFECTIVE: 7/19/2012	REVISED:	REVIEWED: 01/15/2015
REFERENCE: LCC 1.05, NRS 244, NRS 281		
POLICY CUSTODIAN: County Manager		

A. INTRODUCTION

The County Commission's collective policy and law-making powers are put into action at the commission meetings. It is here that the Commission conducts its business. The opportunity for citizens to be heard, the availability of local officials to the citizenry, and the openness of commission meetings all lend themselves to the essential democratic nature of local government.

B. MEETING SCHEDULE

Regular meetings are held the first and third Thursday of each month at the Lyon County Administrative Complex, 27 South Main Street, Yerington, NV, unless otherwise noticed at an alternate location within Lyon County. Should these days happen to be designated as a legal holiday, the Commission meeting will be held the next succeeding day that is not a legal holiday.

C. PUBLIC NOTICE OF MEETINGS AND HEARINGS

Pursuant to NRS 241, Counties are charged with establishing a procedure for notifying the public of upcoming hearings and the preliminary agenda for the forthcoming commission meeting.

The procedure followed by Lyon County is as follows:

1. *Content of Notices*

Notice of a County Commission meeting will be completed in accordance with NRS 241.020 and must include:

- The time, place and location of the meeting
- ~~A list of locations where the notice has been posted~~
- Where the agenda has been posted
- A name and contact information listed
- A clear and complete statement of the topics scheduled to be considered during the meeting
- A list describing the items on which action may be taken and clearly denoting that action may be taken on those items.

- ~~A~~Two periods devoted to comments by the general public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda item upon which action will be taken.
- If any portion of the meeting will be closed to consider the character, alleged misconduct or professional competence of a person, the name of the person whose character, alleged misconduct or professional competence will be considered.
- If, during any portion of the meeting, the public body will consider whether to take administrative action against the person, the name of the person against whom administrative action may be taken.
- Members of the public body and employees will make reasonable efforts to assist and accommodate physically handicapped persons desiring to attend a meeting. The notice will include the name and telephone number of a person who may be contacted so arrangements can be made in advance.
- If agenda items may be taken out of order, it will so state in the agenda.
- If reasonable time limits or other rules apply to any period devoted to public comment, such rules will be clearly stated on the agenda.

2. *Posting of the Notice*

- The notice of meeting must be posted at the principal office of the public body, and on the Lyon County and official website of the State pursuant to NRS 232.2175 no later than 9 a.m. of the third working day before the meeting is to be held ~~A copy of the notice must be posted in at least four places no later than 9:00AM of the third working day before the meeting.~~
- ~~The notice must be posted at the principle office of the Public Body (Administrative Complex)~~
- ~~The notice must be posted at a minimum of three other separate, prominent places within the jurisdiction of the public body.~~
- If the meeting is held using a remote technology system pursuant to NRS 241.023 and has no physical location, the public body must also post the notice to the County and State website.

  The notices are posted at:

  - Lyon County Administrative Complex, Yerington, NV
  - ~~Lyon County Court House, Yerington, NV.~~
  - ~~Yerington City Hall~~
  - ~~Yerington Post Office~~
  - ~~Silver Springs Human Services~~
  - ~~Dayton Utilities~~
  - ~~Fernley City Hall~~
  - Lyon County Website: https://www.lyon-county.org/Agendacenter
  - ~~http://www.lyon-county.org/archive.aspx~~
  - Nevada Public Notice: https://notice.nv.gov/Notice

3. *Providing copies of the agenda and supporting material upon request.*

Lyon County will provide, at no charge, at least one copy of:

- The agenda for a County Commission meeting
- A proposed ordinance or regulation which will be discussed at the County Commission meeting.
- Any other supporting material provided to the members of the Commission except materials;
  - ✓ Submitted to the Board of Commissioners pursuant to nondisclosure or confidentiality agreement which relates to proprietary information.
  - ✓ Pertaining to a closed session
  - ✓ Declared confidential by law

- A copy of the materials required to be provided upon request must be

  - ✓ If the supporting material is provided to the members of the County Commission before the meeting, made available to the requester at the time the material is provided to the County Commission.
  - ✓ If the supporting material is provided to the members of the public body at the meeting, made available to the requester.

- Duties of the County Manager's Office

  The County Manager's office is directed to publish notices and post agendas as required.

4. Meetings Outside of the County Seat

   In the event that the Board wants to conduct a meeting more than 10 miles away from the County seat the provisions of NRS 244.085 will be adhered to.

D. SPECIAL MEETINGS

Special meetings may be called by the Chair or Vice Chair. Notice of a special meeting will be made by the County Manager's Office as specified in 1.5 C.

E. EMERGENCY MEETINGS

1. Emergency meetings may be called when an unforeseen circumstance requires immediate action and includes but is not limited to disasters or any impairment of the health and safety of the public.

2. In an emergency

   a. A meeting may be scheduled with less than a ~~three~~ 3 working day~~s~~ notice if the meeting islimited only to the matter which qualifies as an emergency.
   b. The County Managers Office will post an agenda for the emergency as soon as effectively possible
   c. The minutes of the emergency meeting will reflect the reason for the meeting and why it qualifies as an emergency.

F. WORKSHOPS

The County Commission may meet informally in a Workshop. The Workshop is the forum used by Commission to review forthcoming programs of the County, to receive progress reports on current issues, or to receive similar information from the County Manager and others.

Further, the purpose of Workshops is to allow Commission members to do concentrated preliminary work with administration on single subjects of time consuming, complex matters (i.e., budget, complex legislation or reports, etc.). One of the goals of Workshops is to allow a less formal atmosphere within which Commission members may ask questions of staff and each other, as opposed to taking time at Regular meetings, thus shortening the time spent at Regular meetings. Workshops shall be in a less formal setting, but shall not discourage public participation.

All discussions and conclusions held during a Workshop are of an informal nature. No final action is taken while in a Workshop. Notice of Workshops will be handled in the same manner as outlined in 1-5 C

G. VIRTUAL MEETINGS

Pursuant to NRS 241, requirements for holding meeting by teleconference or videoconference.

The procedure followed by Lyon County is as follows:

1. A public body may conduct a meeting by means of teleconference or videoconference if:
   - A quorum is actually or collectively present, whether in person or by means of electronic communication; and
   - There is a physical location designated for the meeting where members of the public are permitted to attend and participate.

2. If any member of a public body attends a meeting by means of teleconference or videoconference, the chair of the public body, or his or her designee, must make reasonable efforts to ensure that:
   - Members of the public body and members of the public present at the physical location of the meeting can hear or observe each member attending by teleconference or videoconference; and
   - Each member of the public body in attendance can participate in the meeting. (Added to NRS by 2019, 3618)

3. If a public body holds a meeting using a remote technology system pursuant to NRS 241.023 and has no physical location for the meeting, the public body must:
   - Have an Internet website; and
   - Post to its Internet website:

- The public notice required by this section; and
- Supporting material not later than the time the material is provided to the members of the governing body or, if the supporting material is provided to the members of the governing body at a meeting, not later than 24 hours after the conclusion of the meeting

~~G.~~H. PLACING ITEMS ON THE AGENDA

1. *Agenda Planning Committee*

   All matters to be presented to the County Commission at its regular meetings are reviewed by the Agenda Planning Committee. The Executive Leadership Team and Board Chairman comprise the Agenda Planning Committee. The County Manager and Board Chairman will review the agenda prior to the regular meeting. The Board Chair or County Manager will determine if an agenda item should be placed on the agenda after the date for agenda report submittal has expired.

   All agenda report submittals are due in entirety 10 days in advance of the date of the meeting requested. The agenda language along with the report are required for staff for internal review and to meet the posting requirements.

   Agenda submittal and the District Attorney's approval of documents are not the same. If the District Attorney approval is needed, then the document needs to be submitted to their office separately, and in advance of the agenda deadlines, as more time for the legal review and comments is required. The District Attorney does a cursory review as part of the agenda process, but it's not a legal review.

   This is also a condition for other staff within Lyon County to be given 30 days to review and formulate a report for public review and inspection by the Board of County Commissioners.

2. *County Commission and Elected/Appointed Department Heads*

   A Commission Member or elected/appointed department head may request an item be considered on a future agenda either by making an oral request at a County Commission meeting or submitting the request in writing to the County Manager at least ~~ten~~ 30 days prior to the meeting for which the item is requested to be placed on the agenda. If the item does not require significant review or report, the County Manager may move up the agenda placement date. The item shall be presented to the Agenda Planning Committee ~~to schedule~~review of the item.

3. *Advisory Bodies and Civic Organizations*

   Advisory bodies of the County Commission and other civic agencies may submit items for Commission by submitting a request in writing to the County Manager at least ~~10~~ 30 days prior to the meeting for which the item is requested to be placed

on the agenda.

4. *Members of the Public*

A member of the public may request an item be placed on a future agenda while addressing the County Commission during a regular meeting and/or by submitting the request in writing to the County Commission, through the County Manager's office. In order to allow sufficient time for Commission to review, and staff to research the matter, the request should be submitted at least ~~15~~ 30 working days prior to the meeting for which the item is requested to be placed on the agenda. Once the issue has been placed on the agenda, the County Manager's Office will notify the requester so that he or she may plan to attend the meeting.

~~H.~~I. DEVELOPMENT OF THE AGENDA

Staff is required to submit an agenda summary and backup ~~report form~~ for each topic of discussion on the County Commission agenda. The deadline for submitting these forms to the County Manager's Office is 4:00 PM., ~~ten~~ 10 days prior to the date of the meeting for which the item is scheduled. The ~~forms~~ report must include supporting documentation, including any information requested by Commission at the previous Commission meeting. ~~The agenda report and any attachments are also submitted electronically to the District Attorney and Comptroller by the due date.~~ The District Attorney's Office, County Manager and the Comptroller will review and ensure that the item meets all legal (D.A.), ~~and~~ financial (Comptroller), and all other requirements (County Manager).

The draft agenda ~~and backup material~~ will be distributed, electronically, to the Chairman of the Board and leadership team ~~nine~~ 1 day~~s~~ before the agenda review meeting. The Board Chair, County Manager and Leadership Team will comprise the Agenda ~~Planning~~ Review Team and will meet ~~eight~~ 8 days before the Board Meeting to discuss and ensure that all items are ready for Board action. The County Manager's Office will ~~send~~ post the final agenda and backup material, and send a hard copy at the Commissioner's ~~request~~ ~~outto~~ to the Board. ~~and Leadership Team after completion of the Agenda Planning Meeting.~~

The County Manager's Office will ensure that the Agenda is posted as required by NRS within ~~three~~ 3 working days before the date of the Board meeting.

~~I.~~J. AUDIO RECORDING OF MEETINGS

The County Clerk, or designee, shall make and keep audio recordings of all meetings of the Lyon County Commission~~, except those meetings or portions of meetings conducted in Closed Session.~~ Recordings and related records of all County Commission meetings, except as referenced above, shall be retained by the County Clerk.

~~J.~~K. ORDER OF BUSINESS

The County Commission, by adoption of this manual, establishes the general order of meetings. This section summarizes each meeting component. The Commission may, at

any time by simple majority of those present, vote to consider items in a different order.

1. Call to Order

   The Chair, or in the Chair's absence the Vice- Chair, presides over all meetings of the County commission, and after determining that a quorum is present, calls the meeting to order. In the absence of the Chair and Vice- Chair, the Senior Commissioner shall call the Commission to order. ~~Following the call to order, those in attendance are asked to join the Commission in reciting the Pledge of Allegiance.~~

   The Chair will then announce:

   "This is a tentative schedule for the meeting. The Board of Commissioners reserves the right to take items in a different order to accomplish business in the mostefficient manner. Items may be combined for consideration by the Board of Commissioners and items may be pulled or removed from the agenda at anytime.
   Any restrictions on comments by the general public: Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint."

2. Roll Call

   The County Clerk takes roll and announces the presence or absence of individual Commission Members. Following the roll call, those in attendance are asked to join the Commission in reciting the Pledge of Allegiance.

3. Public Participation

   The Chair will request public participation by reading the following statement:

   "It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board of Commissioners will conduct public comment after discussion of each agenda action item, but before the Board of Commissioners takes any action."

   Public Participation will be conducted at the beginning and end of the meeting and the Board will take public participation on each action item.

4. Review and Adoption of the Agenda

   This is the time when Commission Members or the County Manager may withdraw or move items on the agenda. A simple majority of those present may vote to approve the agenda.

5. Presentation of Awards and/or Recognition of Accomplishments

   This is the time when the County Manager, Commission Members or members of the Leadership Team may present awards or recognize staff, community

organizations, etc.

6. Commissioner and County Manager Comments

   During this portion of the agenda, Commission Members will share current activities on regional, state, and federal committees, boards, or commissions on which they serve. The County Manager will update the Board on projects and current events.~~issues that arebeing addressed.~~

7. Elected Officials Report

   During this portion of the agenda the elected officials (Assessor, Clerk-Treasurer, District Attorney, District Court, Justices of the Peace, Public Administrator, Recorder and Sheriff) will share current activities, provide briefings on important issues, report progress of projects, etc.

8. Appointed Officials Report

   During this portion of the agenda the appointed officials (~~Building Department~~ Departments of Community Development, ~~Department of~~ Administration, ~~Department of~~ Human Services, ~~Department of~~ Public Works, ~~Planning Department~~ and Public Guardian) will share current activities, provide briefings on important issues, report progress of projects, etc.

9. Advisory Board Reports

   During this portion of the agenda the Citizen Advisory Boards will provide the Board with recommendations on issues affecting their community and alert the Board to any issues or concerns affecting their community. ~~A copy of the Advisory Board minutes will be provided in the agenda packet.~~ A report may also be provided in the agenda packet.

10. Consent Agenda

    Those matters of business that require action by the Commission which are considered to be of a routine and non-controversial nature are placed on the consent agenda. The individual items on the consent agenda shall be approved, adopted, or enacted by one motion of the Commission. Examples of such items include:

    - Treasurer's Report;
    - Minutes;
    - Approval of vouchers;
    - Final approval of leases and agreements;
    - Final acceptance of grants, deeds, or easements;
    - Acknowledging receipt of claims for damages against the County;
    - Review and approval of business licenses
    - Changes to the Assessor's tax role

No discussion shall take place regarding any item on the consent agenda beyond asking questions for simple clarification. Prior to approving the items on the consent agenda, Commission Members may request to withdraw (or pull) any item and take action separately on that item. Commission will consider each withdrawn item during the course of the meeting after the amended consent agenda has been approved.

~~11. Liquor Board~~

~~The Board will recess to convene and meet as the Liquor Board of Lyon County. This Board consists of the Board of Commissioners and the Sheriff or his designee. The Liquor Board will take action on temporary and permanent Liquor License applications. The Liquor Board will conduct public participation before action items, during each action item and after the action items. Upon completion of action as the Liquor Board the Board will adjourn and reconvene as the Board of Commissioners~~

~~12.~~11. Public Hearing on Planning Items

The Board will conduct public hearings on all planning items presented by Planning Department staff. The Board must make their decision based upon fact and state ~~their facts~~ as such as part of the motion to approve or not approve. Pursuant to NRS 244.085, final action on any matter except zoning or planning matters which relate to a different geographical area than the geographical area in which the meeting is held must be taken at the county seat.

~~13.~~12. Regular Agenda

This is the portion of the agenda where ordinances are proposed, resolutions are decided upon, contracts are approved/denied, policies are approved/denied and other business is brought to the Board for action.

a. *Award of Contract:* All contract documents shall, before presentation to the Commission, have been approved as to form and legality by the District Attorney's Office and have been approved by the Comptroller's Office as to fiscal requirements, and shall have been first referred for review to the head of the department under whose jurisdiction the administration of the subject matter of the contract document would devolve, and shall further have been presented to the County Manager or authorized representative for review.

b. *Ordinances & Resolutions:* Ordinances, resolutions, and other matters or subjects requiring action by the Commission must be introduced by a member of the Commission, except that the County Manager, District Attorney's Office, or department directors may present ordinances, resolutions, and other matters or subject to the Commission, and any Commission Member may assume sponsorship thereof by moving that such ordinances, resolutions, matters, or

subjects be proposed; otherwise, they shall not be considered.

(1) Prior Administrative Review- All ordinances and resolutions shall, before presentation to the Commission, have been approved as to form and legality by the District Attorney's Office and shall have been first referred for review to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance or resolution would devolve, and shall further have been presented to the ~~County Manager~~County Manager for review.

(2) Ordinance Preparation-The District Attorney's Office shall review all ordinances to ensure ordinance is legal and the bill meets the legal format.

(3) Ordinance Process – Upon review by the District Attorney's Office and the County Manager the draft ordinance bill will be presented to the Board of Commissioners for proposal. A single Commissioner can propose the bill. The provisions of NRS 244.095 – NRS 244.115 will be adhered to developing, proposing, and taking action on any ordinance.

c. Closed Session: a closed session may be held:

(1) During certain labor negotiations
(2) Attorney client non meetings to consider threatened or existing litigation
(3) To discuss the character, professional competence, alleged misconduct or the physical or mental health of a person unless prohibited by law.

~~K.~~L. GENERAL PROCEDURES

1. *Signing of County Documents*

The Chair, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the County Commission and require an official signature; except when the County Manager or approved department heads has been authorized by Commission action to sign documents. In the event the Chair is unavailable, the ViceChair may sign such documents.

2. *Quorum*

Three members of the Commission shall constitute a quorum and are necessary for the transaction of County business.

3. *Minutes*

The County Clerk or designee shall take minutes at all meetings of the County Commission. The minutes shall be made available for public inspection. Unless a member of the Commission requests a reading of the minutes of a Commission meeting, such minutes may be approved without reading, if the Clerk or designee has previously furnished each member with a copy thereof.

4. *How Many Votes are required for Passage?*

   For all ordinances, resolutions, and motions, a simple majority of the Commission members present (assuming a quorum) is sufficient for passage unless prohibited by law.

~~L.~~M. Open Meeting Law

1. *Applicability*

   The open meeting law applies to the County Commission and all standing, special or advisory boards, commissions, committees or subcommittees of, or appointed by, the County Commission.

2. *NRS 241*

   The Board of Commissioners will adhere to the mandates of NRS 241 and if a question arises about the application of NRS 241 to the meeting then the District Attorney's Office will be consulted to determine the legal course of action.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
16.d

Subject:
For Possible Action: Authorize the County Manger and staff to move the ARPA Workshop to April 14, 2022.

Summary:
The County Manager is requesting to move this workshop to the following week on March 14, 2022. Lyon County School District has scheduled their Spring Break during this week and their may be a number of personnel out of the area at this time.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval

Recommendation:
Authorize the County Manger and staff to move the ARPA Workshop to April 14, 2022.

ATTACHMENTS

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
16.e

Subject:
For Possible Action: Discussion and direction in reference to allocating Park Construction Tax to park improvement projects in the Central Lyon County corridor and to direct staff to provide a list of potential projects. (Requested by Commissioner Henderson)

Summary:
Commissioner Henderson requested this item at the February 17, 2022 Board of Commissioners Meeting.

The Park Construction Tax cash balance in Central Lyon County was $687,632.39 as of January 31, 2022.

Financial Department Comments:
Park Construction Tax must be spent within three years of the completion of a subdivision or refunded, so it is recommended that the park construction tax be spent within 3 years of collection to ensure we meet the law.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

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Park	Project	Cost Estimate	Notes
Mark Twain Park	Swingset with curbing and fill	$33,000.00	
Mark Twain Park	Dugouts	$20,000.00	
Mark Twain Park	1 Basketball & 2 Pickle Ball Courts	$120,000.00	
Mark Twain Park	Finish Walking Trail - 2000 feet	$45,000.00	
Mark Twain Park	Fencing for parking lot area	$30,000.00	
Patriot Park	Remove old Volleyball area & install Swingset	$15,000.00	Swingset already approved; curbing has not
Silver City Park	Remove old border - Add Swingset & expand curbing	$24,000.00	Swingset already approved; curbing has not
Von Del Rose Park	Remove old border - Add Swingset & expand curbing	$23,000.00	Swingset already approved; curbing has not
Von Del Rose Park	Shade structure	$20,000.00	
Highlands Park	Add Swingset & expand curbing & extend fencing for expansion	$32,000.00	
Penny Park	Curbing	$7,500.00	
Pioneer Park	Curbing	$6,500.00	
Pioneer Park	Shade Structure	$20,000.00	
Spud Playground	Curbing	$7,500.00	
Silver Stage Playground	Curbing	$7,500.00	Approved by Park Board: Commissioners talked about using ARPA
Silver Stage Playground	Add Swingset & expand curbing & extend fencing for expansion	$32,000.00	
Dayton ball Field	Score Board and electrical work	$15,000.00	Already approved
	Total Projects	**$458,000.00**	

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
17.a

Subject:
For Possible Action: Approve additional costs to hold bail hearings within forty-eight hours in the estimated amount of $138,506 from a contingency budget transfer, which includes the addition of a vehicle and four new positions: Pretrial Services Supervisor, Pretrial Services Officer, and two Control Room Operators.

Summary:
In meeting with the various offices, we have identified additional personnel and associated costs to implement the 48-hour bail hearing requirement in statute. In order to be ready in time, we recommend that the new personnel be hired as soon as possible as well as purchasing an additional vehicle for Court Services.
The supporting documentation includes estimated annual cost increases for the 48-hour bail hearing requirement, but many of these costs will be requested in the upcoming budget process. Only the immediate costs of hiring and equipping the new personnel are included in this agenda item's proposal.

It is possible that the actual costs in next fiscal year will be higher than currently estimated, but we will find that out as we actually implement.

Financial Department Comments:
The estimated cost is $138,506 in this fiscal year, which will be funded from a contingency budget transfer in the General Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve additional costs to hold bail hearings within forty-eight hours in the estimated amount of $138,506 from a contingency budget transfer, which includes the addition of a vehicle and four new positions: Pretrial Services Supervisor, Pretrial Services Officer, and two Control Room Operators.

ATTACHMENTS
- - Estimated Cost for Bail Hearings

Lyon County
Estimated Additional Cost for Bail Hearings

	Additional Annual Cost	Additional Current Fiscal Year Cost
District Attorney's Office		
Stipends for Attorneys	$ 26,377	$ -
Overtime	5,073	-
Supplies	-	4,000
Court Services		
Pre-Trial Services Supervisor	84,017	21,004
Pretrial Services Officer	77,475	19,369
Overtime	20,290	5,073
Supplies	1,200	8,000
Fuel	3,800	950
Software Support	6,000	1,500
Vehicle	-	35,000
Justice Courts		
Judge Pro Tem (1 weekend every 4 weeks)	25,000	-
Dayton Overtime	5,073	-
Fernley Overtime	5,073	-
Walker River Overtime	5,073	-
Jail		
Control Room Operator	60,558	15,140
Control Room Operator	60,558	15,140
Shift Differential	12,741	3,185
Overtime	40,580	10,145
Public Defender Contract	150,000	?
Totals	$ 588,888	$ 138,506

#17.a

March 1, 2022

Lyon County Board of Commissioners
27 S. Main Street
Yerington, NV 89447

Re: Approval for additional costs to hold bail hearings within forty-eight hours in the estimated amount of $138,506 from a contingency budget transfer, which includes the addition of a vehicle and four new positions: Pretrial Services Supervisor, Pretrial Services Officer and two Control Room Operators.

Dear Lyon County Commissioners:

We, the Justices of the Peace, are pleased to provide this letter in support of County Manager Jeff Page and Comptroller Joshua Foli regarding their request for the approval of additional costs necessary to hold a bail hearing to address pretrial release candidacy with proper legal representation before a magistrate within forty-eight hours of detainment.

In light of the upcoming changes, due to AB424 effective July 1, 2022, it is imperative that the Justice Courts, Pretrial Services Office, Lyon County Jail, Lyon County District Attorney's Office and the Lyon County Public Defender's Office have the proper funding and staff to comply with these changes. We collectively agree and support the agenda item before you to help better serve the community based on the following information:

1. Agenda item will relieve current work load for all entities to prevent overtime pay for non-salaried employees.
2. Agenda item will provide immediate assessment and determination of indigence status.
3. Agenda item will allow accurate and timely disbursement of essential court and jail paperwork.
4. Agenda item will create expedited access to justice to protect individual rights.

Your approval for this funding will be highly appreciated and help all entities to conduct accurate and efficient bail hearings in compliance with AB424.

We thank you for your time and consideration,

Judge Camille Vecchiarelli

Judge Lori Matheus

Judge Douglas Kassebaum

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
18.a

Subject:
For Presentation Only: A presentation of the Business Impact Statement that was prepared for the cannabis consumption lounge ordinance in accordance with NRS 237.030 to 237.150, inclusive.

Summary:
The Board of County Commissioners has directed staff to bring forth an ordinance that would prohibit the licensing of a cannabis consumption lounge as a business. Staff has completed the required due diligence of completing a Business Impact Statement. There were no objections to the proposed ordinance. The proposed ordinance will be heard at the March 17, 2022 meeting.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:
Recommend approval of the proposed ordinance

Recommendation:

ATTACHMENTS

- - Business Impact Statement and Draft Ordinance

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6591
FAX: (775) 463-5305

34 LAKES BOULEVARD
DAYTON, NEVADA 89403
(775) 246-6135
FAX: (775) 246-6147

January 28, 2022

To whom it may concern:

Pursuant to Nevada Revised Statutes (NRS) 237.030 to 237.150, inclusive, Lyon County is seeking input from businesses potentially affected by an upcoming ordinance which will be heard before the Lyon County Board of County Commissioners (BOCC) at their regularly scheduled meeting on March 17, 2022.

On May 31, 2021, the Nevada State Legislature adopted Assembly Bill 341 which permits local governments to enact policies allowing or restricting the establishment of cannabis consumption lounges. At their January 20th, 2022 Board of County Commissioners meeting, the commissioners directed staff to draft an ordinance prohibiting cannabis consumption lounges. The draft ordinance amends Lyon County Code Title 5, Chapter 5.01.02, by prohibiting the licensing of a cannabis consumption lounge as a business; and Title 7, Chapter 2, by prohibiting the consumption of cannabis and cannabis products in a public place. The draft ordinance is enclosed.

As a part of the ordinance adoption process, the State of Nevada requires local governments to prepare a Business Impact Statement (BIS). The BIS must be prepared in accordance with the provisions of NRS (Nevada Revised Statutes) 237.030 to 237.150, inclusive, as a statutory prerequisite to the adoption of any rule***, as that term is defined in NRS 237.060.

*** A "rule" may include an ordinance, or an action taken by the Board, that imposes, increases or changes the basis for the calculation of a fee which is paid in whole or in substantial part by businesses. A "rule" **does not** include actions that impose, increase or change the basis for the calculation of: (1) special assessments imposed pursuant to NRS chapter 271; (2) impact fees imposed pursuant to NRS chapter 278B; (3) fees for remediation imposed pursuant to NRS chapter 540A; (4) taxes ad valorem; (5) sales and use taxes; or (6) a fee that has been negotiated pursuant to a contract between a business and Lyon County. A "rule" also **does not** include: an action taken by the Board that approves, amends or augments the annual budget of Lyon County; an ordinance adopted by the Board pursuant to a provision of NRS chapter 271, 271A, 278, 278A, 278B or 350; an ordinance adopted or action taken by the Board that authorizes or relates to the issuance of bonds or other evidence of debt of Lyon County; or any rule for which Lyon County does not have the authority to consider less stringent alternatives, including, for example, a rule that Lyon County is required to adopt pursuant to a federal or state statute or regulation or to a contract into which Lyon County has entered.

As a part of the Business Impact Statement, Lyon County must notify businesses that could be potentially impacted by the ordinance and seek comments, data and/or arguments that are for or against the proposed ordinance. Written comment to be included in the BIS will be accepted by mail, or hand delivery to the Lyon County Community Development Department located at 27 South Main Street, Yerington, NV, 89447. Comments will also be accepted by email sent to ahaskin@lyon-county.org. Comments must be received by 5:00pm on Friday, February 18, 2022.

If you have any questions or concerns, please contact me by email at ahaskin@lyon-county.org or by phone at (775) 463-6591 ext 1480.

Sincerely,

Andrew Haskin
Director, Lyon County Community Development
27 S. Main Street
Yerington, NV 89447
Office 775-463-6591 Ext. 1480
ahaskin@lyon-county.org

BUSINESS IMPACT STATEMENT

This Business Impact Statement was prepared in accordance with the provisions of NRS (Nevada Revised Statutes) 237.030 to 237.150, inclusive, as a statutory prerequisite to the adoption of any rule***, as that term is defined in NRS 237.060, by the Lyon County Board of County Commissioners.

ORDINANCE OR ACTION PROPOSED FOR ADOPTION

AN ACTION TO SUPPORT THE DRAFTING OF AN ORDINANCE TO PROHIBIT THE ESTABLISHMENT OF CANNABIS CONSUMPTION LOUNGES IN LYON COUNTY AS ALLOWED UNDER NEVADA STATE ASSEMBLY BILL 341, AND OTHER MATTERS PROPERLY RELATED THERETO.

1. The manner in which notice was provided to the applicable trade associations and officers of businesses likely to be affected by the proposed ordinance or action, and a summary of any data, arguments or comments received from those recipients:

a. Notice

- The County's proposed ordinance prohibiting the licensing of a cannabis consumption lounge as a business and prohibiting the consumption of cannabis and cannabis products in a public place will not create an adverse impact. The proposed ordinance is in response to a recent change is State law. There are no cannabis consumption lounges in Lyon County, and the consumption of cannabis and cannabis products in public place has been prohibited.

b. Summary of comments

- No comments were received.

2. The estimated economic effect of the proposed ordinance or rule on businesses, including both adverse and beneficial effects, and both direct and indirect effects:

a. Adverse effects:

- The County's proposed ordinance prohibiting the licensing of a cannabis consumption lounge as a business and prohibiting the consumption of cannabis and cannabis products in a public place will not create an adverse impact. The proposed ordinance is in response to a recent change is State law. There are no cannabis consumption lounges in Lyon County, and the consumption of cannabis and cannabis products in public place has been prohibited.

c. Beneficial effects:

- The County's proposed ordinance will result in the continuation of existing cannabis consumption practices in the County where consumption occurs at private homes. This minimizes driving while impaired, thus promoting safety in the community. The ordinance will prohibit cannabis consumption lounges in Lyon County.

d. Direct effects:

- If approved, the consumption of cannabis in Lyon County will continue in private homes. Cannabis consumption lounges will be prohibited.

e. Indirect effects:

- If approved, cannabis will not be consumed in public places at cannabis lounges, and consumers of cannabis will not be driving to return home after consuming, thus running the risk of driving while impaired.

3. The methods considered by the Lyon County Board of County Commissioners to reduce the impact of the proposed ordinance or action on businesses and whether any of those methods were used:

- The proposed Ordinance will not impact any existing business as cannabis consumption lounges have not been previously allowed in the State or the County. This ordinance will prohibit the formation of a business for a cannabis lounge. The Board of Supervisors has not considered alternatives other than to permit cannabis lounges or prohibit cannabis lounges. No alternatives are present in state law, and no alternatives has been brought to the Board of Supervisors by the business community.

4. Estimate of the annual cost to Lyon County for enforcement of the proposed ordinance or action:

- *The County does not anticipate a change in the cost for enforcement as the enforcement will be identical to the enforcement the County has been administering. The proposed ordinance will result in existing regulations remaining in place.*

5. The total annual amount of money expected to be collected as a result of the new fee or increase in fee proposed by the ordinance or action, and the manner in which the money will be used:

- The proposed ordinance will not generate funds for Lyon County.

6. The proposed ordinance or action

[ ] DOES
[**X**] DOES NOT

include any provisions which duplicate or are more stringent than Federal, State or local standards regulating the same activity.

7. The reasons for the conclusions regarding the impact of the proposed ordinance or action on businesses:

- The proposed Ordinance will result in a continuation of Lyon County's regulations as related to cannabis consumption lounges and the consumption of cannabis in public places. No existing local business will be adversely impacted.

- In addition, the County has not received any feedback that the proposed ordinance will constitute a significant economic burden upon any existing Lyon County businesses. This ordinance will restrict the formation of a business operating a cannabis lounge.

8. Based on the information considered, it has been determined that this proposed ordinance or rule:

[ ] DOES
[**X**] DOES NOT

impose a direct and significant economic burden upon a business.

[**X**] DOES
[ ] DOES NOT

directly restrict the formation, operation or expansion of a business.

Pursuant to NRS 237.090(3), this Business Impact Statement was completed will be made available for public inspection by Lyon County on or before March 3, 2022 at the time the agenda notice on which the proposed ordinance or rule described in this statement is included was posted.

Pursuant to NRS 237.090(2), I, Jeff Page, the Lyon County Manager, hereby certify that to the best of my knowledge and belief, the information contained herein was properly prepared and accurate.

Jeff Page 2/18/2022

Signature **Date**

Jeff Page

Printed Name

Bill No. 22- Ordinance No. _____

Summary: An ordinance relating to cannabis, and amending Lyon County Code Title 5, Chapter 5.01.02, by prohibiting the licensing of a cannabis consumption lounge as a business; and Title 7, Chapter 2, by prohibiting the consumption of cannabis and cannabis products in a public place.

Title: An ordinance amending Lyon County Code Title 5, Chapter 5.01.02, by prohibiting the licensing of a cannabis consumption lounge as a business; Title 7, Chapter 2, by prohibiting the consumption of cannabis and cannabis products in a public place; and providing for the severability, constitutionality and effective date thereof; and other matters properly relating thereto.

Explanation: Matter in blue is new or added language, red strikethrough is the existing language to be deleted by the proposal.

The Board of County Commissioners of Lyon County, Nevada does hereby ordain:

Section 1. Lyon County Code Title 05 (Business and License Regulations), Chapter 5.01.02 (License Required; Exceptions; Other Licenses Required) is hereby amended by adding thereto a new Section 5.01.02.D (Licensing of Cannabis Consumption Lounges Prohibited) to read as follows:

5.01.02. D. Licensing of Cannabis Consumption Lounges Prohibited:

1. Notwithstanding any other provision of Lyon County Code and pursuant to the authority established by NRS 678D.510, as amended by Section 30.3 of Assembly Bill 341 of the 81st (2021) Session of the Nevada Legislature, the Lyon County Business License Department shall not issue to any person a license to operate a cannabis consumption lounge.

2. As used in this section, "cannabis consumption lounge" has the meaning ascribed to it in Section 2 of Assembly Bill 341 of the 81st (2021) Session of the Nevada Legislature.

Section 2. Lyon County Code Title 7 (Police Regulations), Chapter 2 (Miscellaneous Offences) is hereby amended by adding thereto a new Section 7.02.05 (Consumption of Cannabis or Cannabis in a Public Place Prohibited) to read as follows:

7.02.05: Consumption of Cannabis or Cannabis Products in a Public Place Prohibited:

1. Pursuant to the authority established by Section 12.9 of Assembly Bill 341 of the 81st (2021) Session of the Nevada Legislature, it is unlawful for any person to consume cannabis or any cannabis product in a public place. For the purpose of this subsection, a person consumes cannabis or a cannabis product if such a substance is ingested or inhaled.

2. As used in this section, "cannabis product" has the meaning ascribed to it in NRS 678A.120.

Section 3. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance.

Section 4. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code conflict herewith and hereby repealed.

Section 5. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law**.**

Proposed on the ____ day of _____, 2022.

THIS Ordinance has been PASSED, ADOPTED and APPROVED this ____ day of_____, 2022 by the following vote of the Board of Commissioners, Lyon County:

AYES: _____

NAYS: _____

ABSENT: _____

Board of County Commissioners
Lyon County

_____

By: Chairman

Attest:

_____

Clerk of the Board

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
19.a

Subject:
For Presentation Only: Presentation on Lyon County Human Services Senior Nutrition Programs and March for Meals campaign.

Summary:
Presentation on Lyon County Human Services Senior Nutrition Programs and March for Meals campaign.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Presentation on Lyon County Human Services Senior Nutrition Programs and March for Meals campaign.

ATTACHMENTS

-



End Senior Hunger

March for Meals Campaign

Senior Services

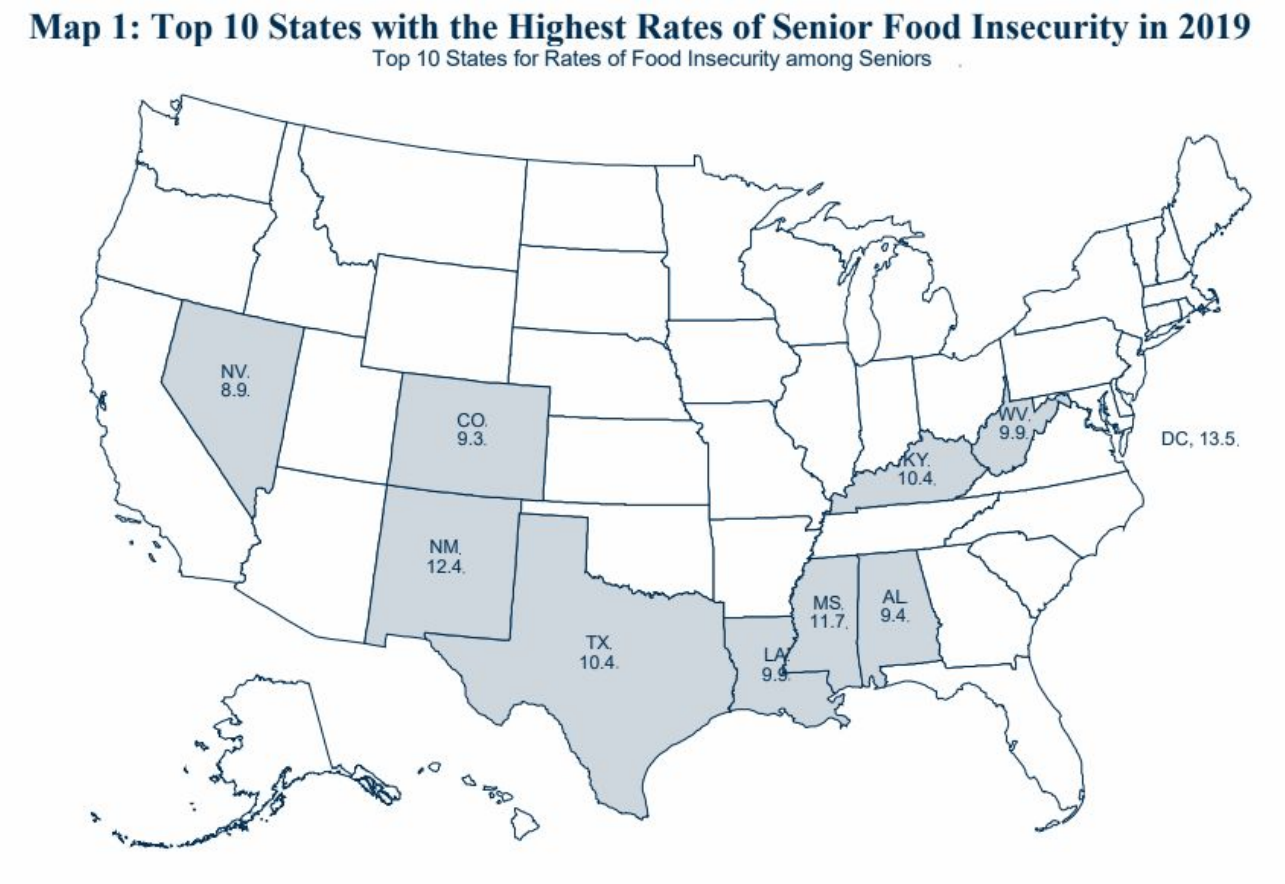
Senior Centers in all four communities:

Dayton, Fernley, Silver Springs, and Yerington

- Congregate Nutrition
- Home Delivered Meals
- Transportation
  - In Center
  - Medical
- Health and Wellness Activities
- Homemaker Services
- Case Management
  - Health IDEAS
- Aging and Disability Resource Centers
- Parenting Once Again
- Opioid Education & Naloxone Distribution

MEALS on WHEELS AMERICA

LCHS is a Meals on Wheels affiliate

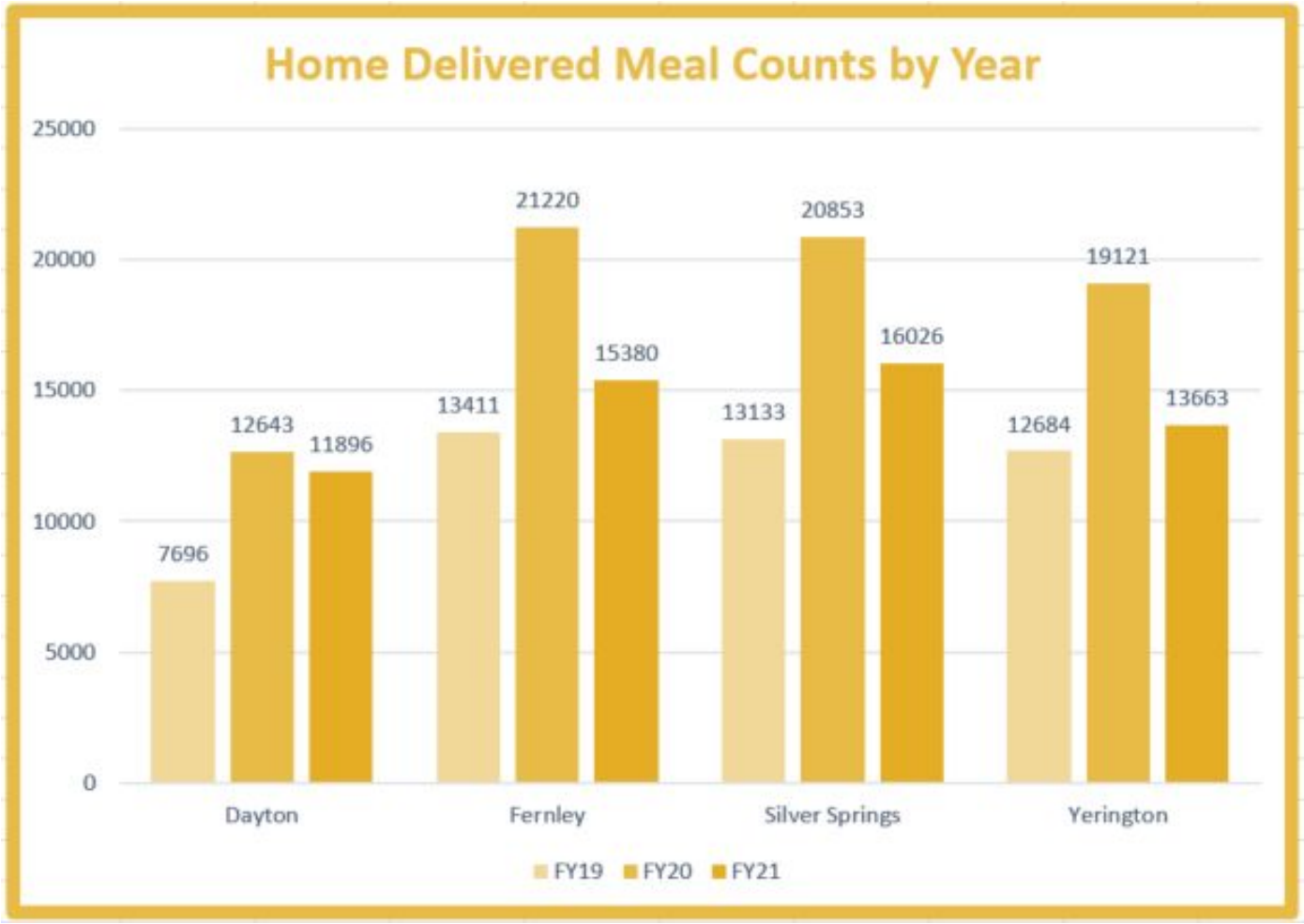


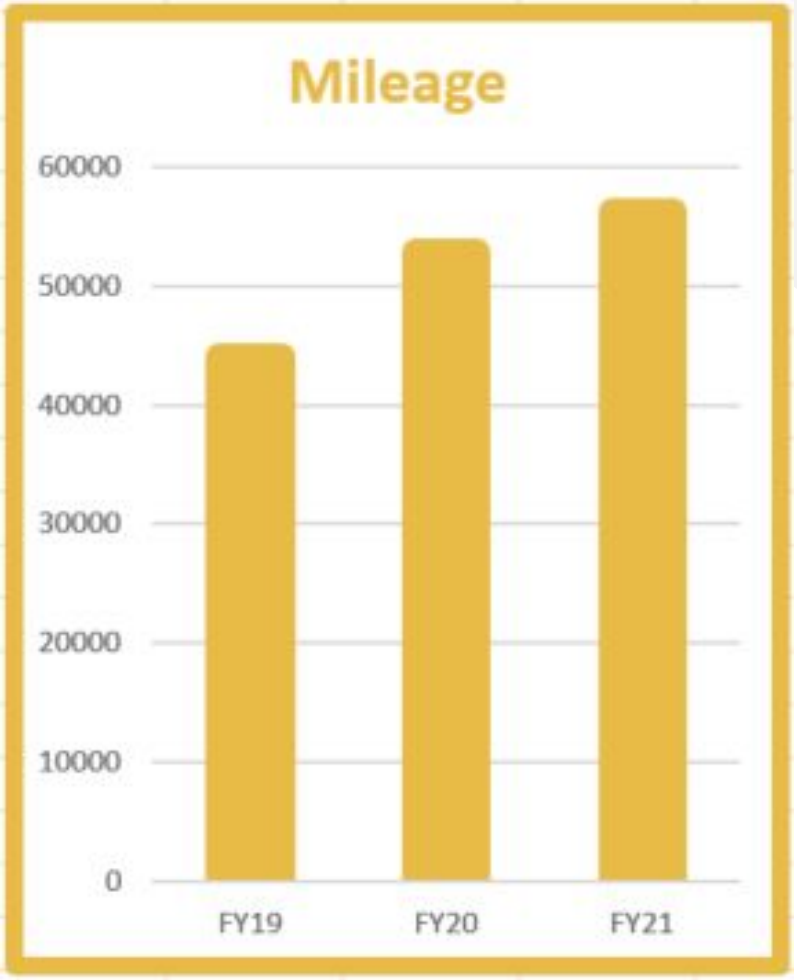
The Issue

- 21.2% of the population is over 65 years of age
- 8.4% are living at the poverty level
- Seniors living alone has continued to increase by 9% since 2013 across the State of Nevada
- In 2019, the State of Nevada was in the top 10 of states with the highest senior food insecurity rates (8.9%)
- Food insecurity for seniors has continued to rise steadily since 2013.

FeedingAmerica.org, CensusReporter.org, NevadaTomorrow.org

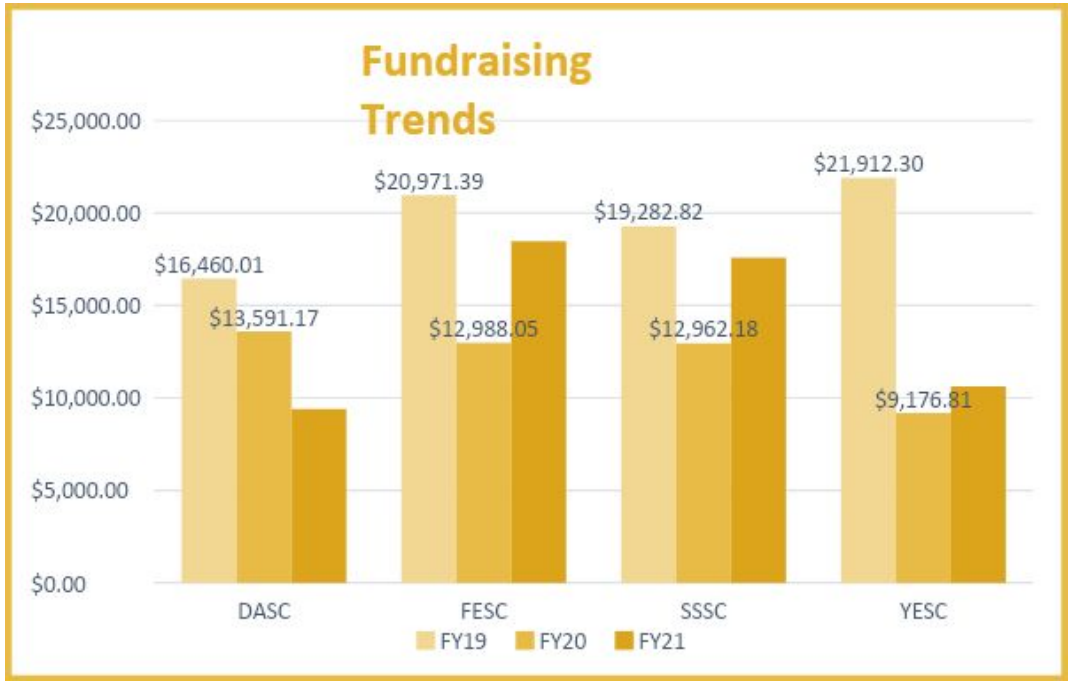
Senior Services





Senior Services

- Goals:
  - Re-establish fundraising in the Silver Springs and Yerington communities
  - Realize an overall increase of 2% over last FY fundraising efforts



March for Meals Events

• Dayton

3/10 3 p.m. – 7p.m.
Dine out @ Dayton Port of Subs

3/15 5 p.m. – 7p.m.
Taco Tuesday @ the Senior Center

3/26 10 a.m. – 2 p.m.
Fill the Boot @ Smiths Parking lot

• Fernley

3/1 5 p.m. – 8p.m.
Drive Through or Pick up Mardi Gras Meal

3/5 Fill the Boot
Multiple locations throughout Fernley

3/19 open at 5:30 p.m.
Bingo @ the Senior Center

• Silver Springs

All Month long:

50/50 Raffle

Shamrocks display

Date/Time TBD:
Spaghetti Dinner w/Bingo

• Yerington

Cookbook sale

3/15 3 p.m.-8:30 p.m.
Dine out @ Yerington Port of Subs

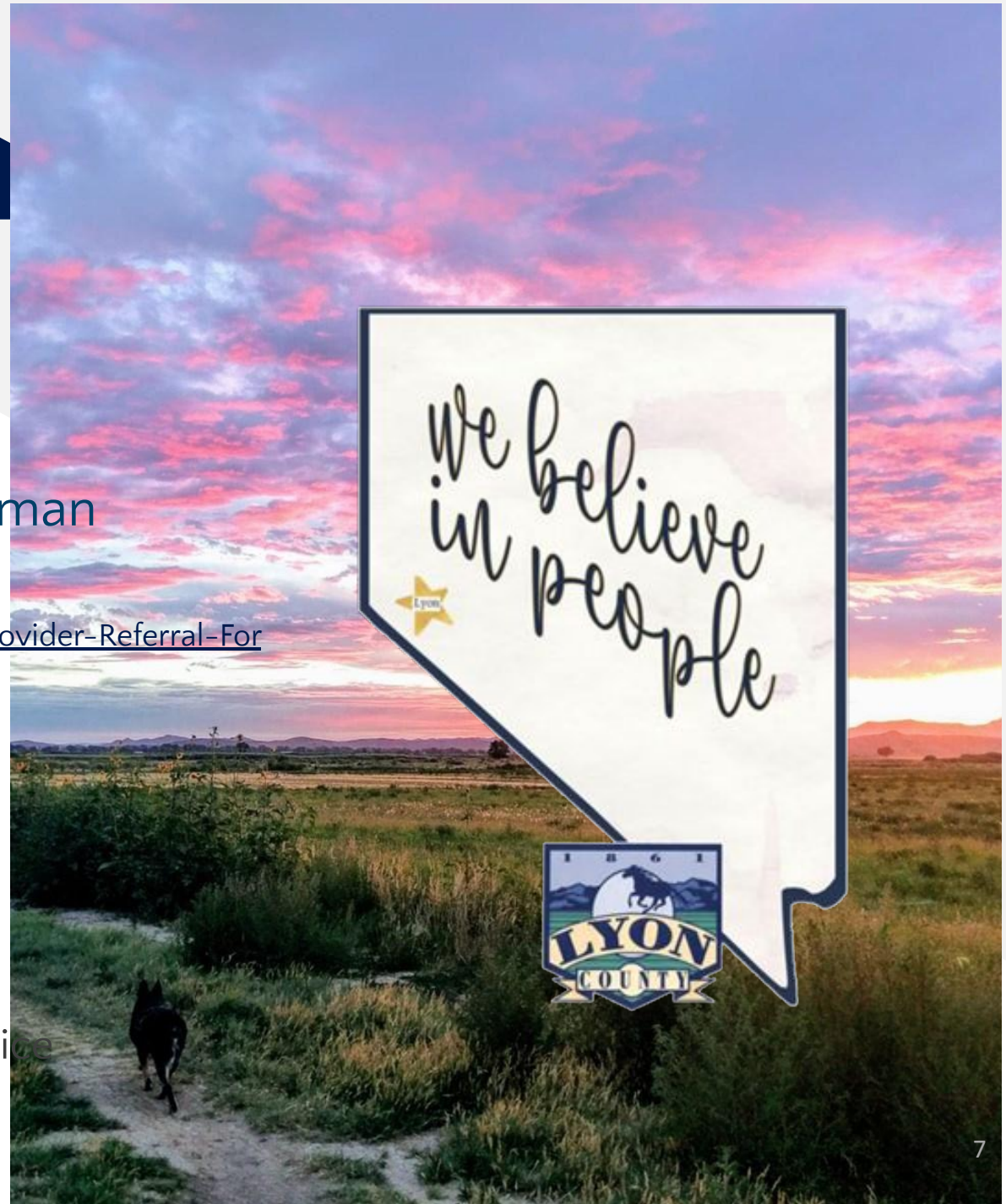
Contact us!

Online Referral Form

[www.lyon-county.org > Departments>Human Services>Provider Referral Form]

https://www.lyon-county.org/FormCenter/Human-Services-4/LCHS-Provider-Referral-Form-39

- LCHS@lyon-county.org
- 775-577-5009
- We're on Facebook!
  www.facebook.com/LyonCountyHumanServices



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
20.a

Subject:
For Possible Action: Declare the seat of Neil Block from the Stagecoach Advisory Board as vacant due to his passing.

Summary:
It's with great sadness to report Neil Block passed away.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Motion to recognize and thank Mr. Block's family and friends for his service to Lyon County and Stagecoach, and declare his seat vacant.

ATTACHMENTS

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
20.b

Subject:
For Possible Action: Appoint up to three (3) members to the Stagecoach Advisory Board, with one term expiring December 31, 2022, and two terms expiring December 31, 2023.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Appoint _____ with a term expiring December 31, 2022, and _____ and _____ with terms expiring December 31, 2023 to the Stagecoach Advisory Board.

ATTACHMENTS

- - Amanda Brinnand, Application
- - David Palmer, Application
- - Kara Harvey, Application
- - LaNona Higley, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
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- ☐ Planning Commission
- ☐ Regional Transportation Board
- ☐ Room Tax Board
- ☐ Silver City Cemetery Board
- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ■ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Amanda Brinnand

Address: 11080 Silver Lane, Stagecoach, NV 89429

Phone: 775-291-7420 Email: sunstream3@yahoo.com

How long have you been a resident of Lyon County? 25 Years

How many board or commission meetings have you attended in the last year? 10

List boards or commissions you presently serve on or have served on in the past including dates of service:

None

Education and/or training relevant to the position you are applying for:

AS in Farm and Ranch Management and BS in Natural Resources/Forestry from the University of Nevada, Reno. In my 30+ year career I have organized and presented many public meetings to obtain public comment and input to assist with determining a proposed action for projects. I've also prepared meetings to brief public officials and congressional representatives on programs. I've taken notes at many meetings and disseminated the comments and notes and also completed environmental documents for the public.

Explain briefly why you would like to be appointed to this board or commission:

I've lived in Stagecoach for 25 years, and have attended Lyon County Board of County Commissioners, Planning and Stagecoach Advisory Board meetings throughout the years. I have been active at these meetings and submitted written and verbal comments on issues important to the Stagecoach area and community. I would like to continue to support and represent Stagecoach in a more active role as a member of the Advisory Board.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: Amanda Brinnand Digitally signed by Amanda Brinnand Date: 2022.02.07 13:41:20 -08'00' Date: 02/07/22

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Amanda Brinnand Digitally signed by Amanda Brinnand Date: 2022.02.07 13:43:21 -08'00' Date: 02/07/22

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
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- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☒ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: David L Palmer

Address: 10445 Iroquois Trail, Stagecoach, NV 89429

Phone: 773-354-0389 Email: davepalmer001@gmail.com

How long have you been a resident of Lyon County? 2.5 years

How many board or commission meetings have you attended in the last year? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:

Medina Creative Housing - Board of Trustees - Chairman - April 2018 to present

Cleveland State University - Internal Audit Advisory Board - 2018 to present

American Institute of CPAs - Service Organizations Task Force - 2011 to present - Current Chairman

Education and/or training relevant to the position you are applying for:

I am a Certified Public Accountant (licensed in OH, IL and NY).

Bachelor of Business Administration degree with a Major in Accounting

I have experience serving on various non profit boards

Work for a big 4 Accounting / Consulting firm in a leadership role.

Explain briefly why you would like to be appointed to this board or commission:

I believe that it is important for members of the community to give back to community in which they reside. Since moving to Nevada in 2019, I have volunteered with various nonprofit organizations based in Lyon County and feel that becoming a member of the Citizens Advisory Board would be a meaningful way in which I could give back to my community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: David J Allen Date: 2/21/2022

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: David J Allen Date: 2/21/2022

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
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- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☒ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Kara Harvey

Address: 401 Cheryl Way. Stagecoach, NV. 89429

Phone: 209-549-6477 Email: Kharvey@Lyoncsd.org

How long have you been a resident of Lyon County? 7 years

How many board or commission meetings have you attended in the last year? 0 a few school board meetings

List boards or commissions you presently serve on or have served on in the past including dates of service: 0

I have never served on an advisory board but I am a quick learner. I do have a day job M-F 7 to 4 weekends off

Education and/or training relevant to the position you are applying for: I've worked in restaurants, been a shift manager, Raised two kids. I owned my own barber shop for 15 years. I am a licensed parapro. And I work at Riverview elementary in Dayton for the last 6 years.

Explain briefly why you would like to be appointed to this board or commission:

We are a close community and I know how my neighbors feel. We want to have our own voice not have Dayton or Silver Springs speak for us.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: [signature] Date: 2/10/22

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [signature] Date: 2/10/22

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

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- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☒ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: LaNora Higley

Address: 2125 Cheyenne TR. Stagecoach, Nevada 89429

Phone: 775-443-7598 Email: nonichigley@aol.com

How long have you been a resident of Lyon County? 22 years

How many board or commission meetings have you attended in the last year? 3

List boards or commissions you presently serve on or have served on in the past including dates of service: Lyon County Animal Control Board

Education and/or training relevant to the position you are applying for:

Working on getting needed rural Services for Stagecoach. Medical Services and Farmers market. Open meeting rules. Licenses needed per Nevada codes Sells/ and Dept. of Ag.

Explain briefly why you would like to be appointed to this board or commission:

I hold benefit craft faires allspring, Summer and fall, I hear from the residents of Stagecoach on concerns and needs the residents would like to see. Have been working on different needs in Stagecoach

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: LaNona Digley Date: 01/27/2022

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: LaNona Digley Date: 01/27/2022

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
20.c

Subject:
For Possible Action: Appoint up to two (2) members to the Central Lyon County Park Advisory Board, with one term expiring December 31, 2022, and the other expiring December 31, 2023.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - Gina Lee, Application
- - Kathryn Ataman, Application

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
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- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Gina Lee

Address: 1359 Grassland Rd

Phone: 775 720-6994 Email: gleeful64@gmail.com

How long have you been a resident of Lyon County? 16 Years

How many board or commission meetings have you attended in the last year? 20

List boards or commissions you presently serve on or have served on in the past including dates of service:
I presently serve as Chair of the Dayton Regional Advisory Board. Previously I served as Secretary.

Education and/or training relevant to the position you are applying for:
I have received the Open Meeting Law and Handbook Training for service on the Dayton Regional Advisory Board

I retired from the Carson City IT Department. I am familiar with Governmental processes.

Explain briefly why you would like to be appointed to this board or commission:
I want to serve my community, the service on the Dayton Regional Advisory Board has enlightended me to many needs in Lyon County. I hope to be a positive member of the Central Lyon County Park & Rec Board.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: Gina Lee Date: 02/18/22

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Gina Lee Date: 02/18/22

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

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Check the Board or Commission for which you are applying:

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- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☐ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Kathryn Ataman

Address: PO Box 21, Silver City, Nevada 89428

Phone: 775 291-3650 Email: kathrynataman@gmail.com

How long have you been a resident of Lyon County? 32 years

How many board or commission meetings have you attended in the last year? 4 4(

List boards or commissions you presently serve on or have served on in the past including dates of service:

Silver City Advisory Board (15+ years ago and present)
BLM Resource Advisory Council (1995-2005)
Comstock Historic District Commission (2003-?)

Education and/or training relevant to the position you are applying for:

I used to work at BLM and frequently was involved with recreation facilities and activities as part of my job.

Explain briefly why you would like to be appointed to this board or commission:

Issues related to the Silver City Park are likely to come up in the next couple of years and and it would be helpful if there were someone from Silver City represented on the Central Lyon Parks and Recreation Board. Also I understand that Board needs new members and I have time to participate.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: Kathryn Atamen Date: 2/22/22

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Kathryn Atamen Date: 2/22/22

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

20.b

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

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- ☐ Walker River Weed Control Board

Contact Information:

Name: CHARLES SHIRLEY

Address: 9550 NAVAJO TRAIL STAGECOACH NV. 89429

Phone: 775-720-2094 Email: WELDMEE@GMAIL.COM (ALL LOWER CASE)

How long have you been a resident of Lyon County? 60 YEARS

How many board or commission meetings have you attended in the last year? 6

List boards or commissions you presently serve on or have served on in the past including dates of service:

LYON COUNTY SCHOOL BOARD (12 YEARS) (2006-2018)
(CPO) CERTIFIED PUBLIC OFFICIAL 76 CREDIT HOURS THROUGH POOL PACT & UNR. (2006-2018) COMPLETED AROUND 2011
STATE OF NEVADA CAREER & TECHNICAL EDUCATION STANDARDS WRITING COMMITTEE FOR WELDING & METALS PROGRAMS (2005-2018) & STATE OCCUPATIONAL SKILLS STANDARDS 2004-2018

Education and/or training relevant to the position you are applying for:

Masters Degree in Education, 28 years as an educator, 12 years on Lyon County School Board, School board president. Lyon County Graduate, Lyon County Resident for 60 years. Stagecoach resident 29 years.

Explain briefly why you would like to be appointed to this board or commission:

I have been a long time Stagecoach resident and I truly care about this community and it's future!!

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: Charles W Slack Date: 7/23/22

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Charles W Slack Date: 7/23/22

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
- ☐ Library Board of Trustees
- ☐ Lyon County Fair Board
- ☐ Mason Valley Advisory Board
- ☐ Mason Valley Mosquito Abatement
- ☐ Mound House Advisory Board
- ☐ Planning Commission
- ☐ Regional Transportation Board
- ☐ Room Tax Board
- ☐ Silver City Cemetery Board
- ☐ Silver City Advisory Board
- ☐ Silver Springs Advisory Board
- ☐ Smith Valley Advisory Board
- ☐ Smith Valley Park & Recreation Board
- ☒ Stagecoach Advisory Board
- ☐ Walker River Weed Control Board

Contact Information:

Name: Cassandra Aveiro

Address: 10680 Geurts Lane Stagecoach, NV

Phone: 775-443-5428 Email: jcaveiro@ymail.com

How long have you been a resident of Lyon County? 16 years

How many board or commission meetings have you attended in the last year? Ø (covid, pregnancy having a baby)

List boards or commissions you presently serve on or have served on in the past including dates of service:

Stagecoach Advisory Board - secretary since 2016.

Education and/or training relevant to the position you are applying for:

Open Meeting Laws / Annual Training - Lyon County Secretary preparing Minutes for Stagecoach Advisory board.

x2 Associate Degrees - UNR / x1 Bachelors degree - UNR

Explain briefly why you would like to be appointed to this board or commission:

I would like to be appointed to this board as I am very passionate about my community and want to provide advocacy and a voice to those who are as well. I thought I wanted to hang my hat but certain events have transpired and I realize this is where my heart lies

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to attend all necessary training in a timely manner. I am aware that failure to complete all required training is grounds for removal from the advisory board.

Signature: Cassandra O. Avelo Date: 2/24/2022

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Cassandra O. Avelo Date 2/24/2022

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
21.a

Subject:
For Possible Action: Approve the amended Lyon County Citizen Advisory Board Handbook.

Summary:
With many updates from 2021, staff has reviewed NRS CHAPTER 241 - MEETINGS OF STATE AND LOCAL AGENCIES and amended the Citizen Advisory Board Handbook to reflect the changes within the Open Meeting Law and administrative practices.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the amended Lyon County Citizen Advisory Board Handbook.

ATTACHMENTS
- - Citizen Advisory Board Handbook (redline edits)
- - NRS CHAPTER 241: MEETINGS OF STATE AND LOCAL AGENCIES

CITIZEN ADVISORY BOARD HANDBOOK

Citizen Advisory Boards are an invaluable source of information and feedback for Lyon County's elected and appointed officials.

Welcome to the Lyon County Citizen Advisory Board!
You have accepted an important responsibility to help Lyon County government be responsive to the needs of your neighborhood and community. This handbook has been prepared in an effort to help you better understand the purpose of Citizen Advisory Boards (CAB), along with your responsibilities and duties.

Lyon County has provided this copy of the handbook for you to keep. It is presented in a loose-leaf format so that it may be updated as needed. Feel free to make notes, underline, and use it as a working tool and guide. It should prove to be a valuable resource to you during your term on the Citizen Advisory Board.

Citizen Advisory Boards are an invaluable source of information and feedback for Lyon County's elected and appointed officials. Your decision to become involved in and improve our local government is an admirable one. On behalf of the Board of County Commissioners, we would like to thank you for your participation.

Sincerely,

Lyon County Board of Commissioners
District I: Wes Henderson
District II: Vida Keller
District III: Ken Gray
District IV: Robert Jacobson
District V: Dave Hockaday

27 S. Main Street
Yerington, Nevada 89447
Phone (775) 463-6531

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INTRODUCTION

Citizen Advisory Boards help to identify issues of importance to their communities and facilitate the flow of information between the Board of County Commissioners and the public. With a growing population and diversification of interests, it has become increasingly difficult for the five County Commissioners to identify, prioritize, and address the concerns of their constituents. You can help the Commissioners be more aware of the concerns of your community and issues that impact the County as a whole.

Secondly, we need the advisory boards to increase public awareness and citizen participation on issues impacting their communities. Our goal is for citizens to better understand decisions made by County Commissioners, and to ensure that their voices and input are heard and considered in connection with those decisions.

The CAB Chair is the primary contact person responsible for communication with the Board of County Commissioners. Other CAB Board members are generally expected to direct communication through the Chair but may communicate directly in the event of the Chair's unavailability or as otherwise necessary. Nothing herein restrictions the right of any CAB member to make public comment or express his/her views in accordance with state and federal law. A list containing the name of each board member, along with contact information, and the CAB's meeting times is available for public distribution. Contact the Commissioners' office at 775-463-6531.

Areas of concern to a CAB may include neighborhood cleanup, animal control, land development, garbage pickup, park development, rezoning, street lighting, and annexation, youth programs, helping the Road Division set priorities for street paving and maintenance, and many others. Essentially, a Citizen Advisory Board may address any issue that is of concern to the community.

While Citizen Advisory Boards study and give input on these types of public issues, they are not responsible for the actual preparation of policies or programs. Their purpose is to communicate ideas and concerns to the County Commissioners. The Commissioners retain all decision-making authority vested in them under federal, state, and local laws, codes or regulations.

Monthly CAB meetings to discuss issues and concerns are open public meetings. These meetings are a forum for people with varying backgrounds, experiences, and preferences to be heard on issues that relate to their communities. CABs are expected to make every effort to create an atmosphere that is open, tolerant, and ultimately conducive to this purpose. CABs may place reasonable time, place, and manner restrictions on the speech of their attendees but should never prohibit speech on the basis of the speaker's viewpoint. In addition, the CAB meetings are subject to the rules and requirements of the Nevada Open Meeting Law.

CABs are otherwise governed by the bylaws adopted by the Board of County Commissioners. These bylaws function largely as a set of standard operating procedures for the conduct of CAB meetings and affairs. CABs have discretion within the bylaws to operate in a manner that accomplishes their core purpose: to encourage public input in government and facilitate the presentation of that input to Lyon County's elected governing body.

The Board of County Commissioners will appoint CAB members for staggered two-year terms beginning January 1 of each year. The area of responsibility for each Citizen Advisory Board is defined by boundaries that have been established through resolution adopted by the Board of County Commissioners when each board was formed. Some CABs also have specific geographic "sub-areas" of responsibility within their boundaries to further define an area for a CAB member's seat.

Additional information regarding the operation of CABs is set forth herein and in the bylaws. The Commissioners believe that citizens can and should make a real contribution to County government, and it is in this spirit that the Commissioners offer this guidance on the efficient and effective operation of CABs.

VOLUNTEER STATUS

As a CAB member, you are considered a volunteer of Lyon County. This means you are providing service to the County for civic, charitable, or humanitarian reasons without any expectation of compensation other than paid expenses or nominal fees or benefits as may be allowed. Some of your core rights and responsibilities as a volunteer are set forth below.

1 If a civil action is brought against you alleging an act or omission within the course and scope of your volunteer service, you may request a defense and indemnification. This request must be made in writing to the District Attorney within 15 days after service of the summons and complaint.

2 If you are injured within the course and scope of your volunteer duty, you will be covered by the County's workers' compensation system. In the event of such an injury, you must immediately notify Lyon County Human Resources and follow the procedures and instructions of Lyon County and its workers' compensation claims administrator.

3 If you are involved in an accident or an incident in the course and scope of your volunteer duties which results in property damage or injury to any person, you must contact the Comptroller's Office or the County Risk Management Division (463-6510) within three working days of the accident or incident. Risk Management personnel will guide you through the appropriate follow-up steps.

4 You are required to be familiar and comply with the portions of the Lyon County personnel policies pertaining to volunteers, including but not limited to the policies pertaining to ethics, use of County property, harassment, discrimination, drug and alcohol use, and workplace violence. Lyon County's personnel policies are available online (https://www.lyon-county.org/569/Policies-and-Labor-Contracts) or through Lyon County Human Resources.

Other rights and responsibilities are be set forth under applicable laws, regulations, and codes, in Lyon County's policies, in this this handbook, and/or in the CAB's bylaws.

INTERACTION WITH LYON COUNTY MANAGER'S OFFICE

The County Manager's office provides the primary administrative assistance to the CABs. Other County departments will assist and provide information to a CAB on specialized issues. It is important to remember that communication with County staff is no substitute for direct contact and communication with the County Commission. Staff assistance serves to supplement and aid in such communication, not to replace it.

Field trips for CAB members shall not be taken unless the trip has been authorized by the County Manager's Office. The County is responsible for organizing the field trip and providing transportation to and from the field trip site. A County staff member from the organizing County agency must accompany the CAB members on the field trip. The field trip must also be noticed as a public meeting and comply with the Nevada Open Meeting Law requirements.

Below are examples of common CAB tasks on which the CAB may work with the County Manager's Office:

- ✓ Advertise membership vacancies quarterly
- ✓ Coordinate appointments of applicants
- ✓ Facilitate open communication between Advisory Boards, government agencies and other citizens
- ✓ Monitor publication of each board agenda, minutes, audio and Notice of Posting
- ✓ Arrange for board membership trainings
- ✓ Coordinate with the County Commission for the approval of modifications to resolutions
- ✓ Arrange special community meetings regarding topics or issues of critical importance
- ✓ Purchase and send required items necessary for board business. E.g. paper and ink (Please notify the office to request supplies)
- ✓ Copy of the Master Plan elements and the appropriate area plan(s) with color map inserts, free of charge
- ✓ Maps will be provided to each board upon request by the Chair. (1) 36" x 48" unmounted color display Land Use Map, (1) 36" x 48" unmounted color display Citizen Advisory Board boundary map, (1)11" x 17" unmounted color display area-wide Citizen Advisory Board boundary map
- ✓ Provide administrative assistance
- ✓ Retain Notice of Meeting

BEST PRACTICES

CAB members are expected to do the following when conducting their affairs and operations.

- ✓ Notify the appropriate Lyon County department when the Board wishes staff to attend a meeting. The request for staff attendance and/or a County Commissioner should be made two weeks before the scheduled meeting
- ✓ Utilize the County email address assigned to you, for board business and communication with County staff
- ✓ Email agendas the day before required posting day by 1:00 pm
- ✓ Submit a *Meeting Cancelation Notice* to the Liaison to be posted to the Lyon County website and board (Also, notify staff and Commissions of meeting change)
- ✓ Turn in final minutes, agendas~~,~~ and audio ~~and notice of posting~~ monthly to the Manager's Office, and save to the Google Share drive
- ✓ Utilizing the Letter of Transmittal to communicate with the Commissioners to report recommended direction of concerns within your community
- ✓ Forward any correspondence to the County Manager/County Commission office for the public record files
- ✓ Attend Board of County Commissioner meetings and participate when applicable to give Advisory Board Reports

NON-COMPLIANCE

Non-compliance with the above best practices or with any other requirement in this handbook may result in termination of service as a CAB member. The County Manager's Office will provide non-compliant members with written notice of non-compliance. In the event of three instances of non-compliance, an agenda item will be presented to the Board of County Commissioners to discuss the non-complaint member's continued service on the CAB.

Nothing in this section shall be construed to limit the Board of County Commissioners' authority regarding CAB appointments, censures, or removals. The Board of County Commissioners reserves the right to exercise that authority to the fullest extent permitted by law. The intent of this section is thus not to provide any type of due process entitlement to CAB members, but rather to establish a framework for ensuring that repeated infractions of this handbook (even those that would not alone warrant termination of service) are brought to the Board's attention.

TRAINING

Periodically, Lyon County will provide training to familiarize CAB members with Open Meeting Law and the administrative process. It is required that all newly appointed and the Chairman attend administrative training yearly. Staff will organize multiple trainings per year to accommodate the requirement. All board members must attend an Open Meeting Law training session once yearly. One will be provided by Lyon County staff annually. Failure to comply with this requirement, or excused by the Chairman due to unforeseen events, may result in removal.

E-MAILS

Lyon County has established group email addresses for each board to utilize as a means of communication between staff, the Board of County Commissioners and the public. The Chairman is responsible for disseminating the contents to board members. When using County email, the following is expected:

- Do not delete emails
- Do not "reply all" to emails that include all board members or otherwise conduct discussions with a quorum of Board members electronically
- Respond to emails at the next scheduled board meeting as needed for discussion
- If you receive a CAB related email to your personal email address, forward the email to the CAB email, and then reply

OPEN PUBLIC MEETINGS

CABs are subject to the Nevada Open Meeting Law and as such are responsible for complying with all open meeting law requirements under NRS 241.

CAB members should be familiar with the Nevada Open Meeting Law Manual and should reference that manual frequently when preparing meeting notices and conducting their affairs. The manual is available here: http://ag.nv.gov/About/Governmental_Affairs/OML/. CAB members are strongly encouraged to utilize the Compliance Checklist beginning on page 8 of the manual to ensure compliance with Open Meeting Law requirements. In addition, CAB members are encouraged to seek guidance from the County Manager's office as necessary. The following section of this handbook is intended to provide an overview of the Open Meeting Law requirements but is not exhaustive. It is the responsibility of CAB members to ensure compliance with all Open Meeting Law provisions.

AGENDA REQUIREMENTS

The substance of the notice is the agenda and must be posted 3 working days in prior to the meeting (Not including Holidays). ~~All meeting notices must contain a clear and complete agenda of all topics to be discussed or considered.~~ The agenda should be concise, but inclusive enough to give the public fair notice of the matters to be discussed.

The agenda must also include:

- ~~-~~The time, place and location of the meeting.
- Where the agenda has been posted.
- The CAB email, name and contact information for the person.
- Clear and complete statement of all topics to be discussed or considered.
- Inform the public that items may be taken out of order, combined for consideration, or delayed or removed at any time.
- 2~~designate~~ periods for public comment at the beginning and end. ~~Additionally, the agenda~~
- ~~must inform the public that items may be taken out of order, combined for consideration, or delayed or removed at any time.~~Denote the term "for possible action" next to the appropriate item or, "for discussion/presentation only."

Topics not properly noticed on the agenda cannot be discussed at a CAB meeting.

The agenda must follow this order of business:

1. Call to Order
2. Notification that:
    - Items on the agenda may be taken out of order;
    - The public body may combine two or more agenda items for consideration; and
    - The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
    - Any restrictions on comments by the general public. Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.
3. Roll Call/Determination of a Quorum
4. Public Participation
5. Review and Adoption of the Agenda
6. Body of Meeting Items (Minutes, Comments/Reports/Public Hearing Items)
7. Public Participation
~~1.~~8. Adjournment

AGENDA FORMAT

NAME OF BOARD
DAY/DATE/TIME
LOCATION/BUILDING & ADRESS
AGENDA

(Zoom Information as needed)

You can also provide public comment for this meeting by sending us an email to [**NAME OF CONTACT and CAB EMAIL**], the day prior to the posted meeting date.

(Action will be taken on all items unless otherwise noted)
(No action will be taken on any item until it is properly agendized).

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting. The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at any time. Restrictions on comments by the general public: Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.

1. Call to Order
2. Roll Call: Determination of a Quorum
3. Pledge of Allegiance
4. Public Participation (no action will be taken on any item until it is properly agendized) - It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.
5. For Possible Action: Review and adoption of agenda
6. For Possible Action: Approve Minutes of **DATE**
7. Community Reports
8. For Discussion & Possible Action: Special Use Permits
   8. a. Add **STAFF LANGUAGE**
9. Correspondence
10. Chair & Board Member Comments
11. Public Participation (no action will be taken on any item until it is properly agendized) - It is anticipated that public participation will be held at this time, though it may be returned to at any time during the agenda. Citizens wishing to speak during public participation are asked to state their name for the record and will be limited to 3 minutes. The Board will conduct public comment after discussion of each agenda action item, but before the Board takes any action.
12. Adjourn

~~This agenda has been posted in accordance with the open meeting law at the following locations: **ADD MEETING LOCATION AND AT LEAST 3 ADDITIONAL PHYSICAL LOCATIONS**~~
This agenda has been posted in accordance with the open meeting law at the Lyon County Administrative Complex and on the Lyon County and Nevada State Websites; http://www.lyon-county.org, https://notice.nv.gov/Notice

ADA and Disability Language…..

NOTICE OF MEETING

As set forth in the Open Meeting Law ~~Manual~~, the notice of meeting must be posted at the principal office of the public body, and on the Lyon County and official website of the State pursuant to NRS 232.2175 not later than 9 a.m. of the third working day before the meeting is to be held ~~and at least three other prominent locations no later than 9:00 a.m. three working days before the meeting.~~ If the meeting is held using a remote technology system pursuant to NRS 241.023 and has no physical location, the public body must also post the notice to the County and State website.

Once an agenda is sent in to be posted, staff will respond via email that your agenda has been posted to the board (principle office of the body), the Lyon County Website and the State Website. Staff will retain documentation of Notice of Meetings.

~~The notice must include a statement regarding assistance and accommodations for physically handicapped people. Additionally, the notice must include the **time, date, place** and **location** of the meeting. It must also include or be accompanied by a Notice of Posting certifying a list of the places where the notice was posted (sample language below).~~

~~**NOTICE OF POSTING**~~

~~*Name of Board*~~
~~Time, date, place, and location~~

~~I, _____, certify that the attached agenda was posted by me at the following location(s):~~

~~Lyon County Courthouse, 31 S. Main Street, Yerington, NV 89447~~
~~Date: _____ Time: _____~~
~~Lyon County Administrative Bldg. 27 S. Main Street, Yerington, NV 89447~~
~~Date: _____ Time: _____~~
~~Yerington City Hall, 102 S. Main Street, Yerington, NV 89447~~
~~Date: _____ Time: _____~~
~~Yerington Post Office 26 N. Main Street, Yerington, NV 89447~~
~~Date: _____ Time: _____~~

~~Signed: _____~~

VIRTUAL MEETING REQUIREMENTS

NRS 241.023 Requirements for holding meeting by teleconference or videoconference.

The procedure followed by Lyon County is as follows:

1. A public body may conduct a meeting by means of teleconference or videoconference if:
   - A quorum is actually or collectively present, whether in person or by means of electronic communication; and
   - There is a physical location designated for the meeting where members of the public are permitted to attend and participate.

2. If any member of a public body attends a meeting by means of teleconference or videoconference, the chair of the public body, or his or her designee, must make reasonable efforts to ensure that:
   - Members of the public body and members of the public present at the physical location of the meeting can hear or observe each member attending by teleconference or videoconference; and
   - Each member of the public body in attendance can participate in the meeting. (Added to NRS by 2019, 3618)

3. If a public body holds a meeting using a remote technology system pursuant to NRS 241.023 and has no physical location for the meeting, the public body must:
   - Have an Internet website; and
   - Post to its Internet website:
     - The public notice required by this section; and
     - Supporting material not later than the time the material is provided to the members of the governing body or, if the supporting material is provided to the members of the governing body at a meeting, not later than 24 hours after the conclusion of the meeting

Guidelines for Conducting Virtual Meetings:

- The Chair will be responsible for setting up meetings; but can delegate the task to the Vice Chair or Secretary
- The CAB Chair should control the meeting
  - Start Zoom meeting fifteen minutes early
  - Record Meeting

- Call on Board Members, or the public to speak during public participation (Allow participants time to unmute themselves)
- End Zoom meeting and save recording to be given to the Liaison for retention

- Speakers must identify themselves
  - Board members must state their name when the meeting is called to order; stating their vote and in order not to speak over members
  - The public must state and spell their name for the record

- The Chair should communicate all sides of any discussion and ensure that its presentations to the Board of County Commissioners are accurate, fair, and complete
- Any written public comment received the day of the Board meeting will be compiled and added as late backup and presented during the meeting. The material must be given to the Count Manger's office the next business day to be added to the agenda and posted online
- Chat boxes are prohibited to be used during the meeting
- There can only be one meeting scheduled at a time
- If there is any discrepancy of whether the meeting was shared properly, E.g. the incorrect link was given, then the meeting shall be canceled and the Liaison notified
- All members will attend via Zoom

Hybrid Meetings shall be approved by the County Managers office. A written request with a plan including process for Open Meeting Law requirements will be submitted for approval.

MEETING MINUTES:

The County Manager's will keep written minutes of meetings for at least five years. The following requirements and guidelines apply to the keeping of minutes:

- Must include the date, time and place of the meeting
- Members in attendance, whether in person or by means of electronic communication, and those who were absent. and those who are absent (The Chair should must state whether any absent member's absence is excused or unexcused)
- State the substance of all matters proposed, discussed or decided
- Reflect each member's issues and concerns on any matter
- Reflect each member's vote on any matter
- Substance of remarks made by members of the general public who address the body if so requested by that person
- *Minutes should reflect what happened at the meeting.*
- Minutes belong to the CAB, and are not open for comment from the audience under the section of the agenda to approve the minutes
- Minutes must be approved in total
    - If a portion of the minutes are questioned, the entire set of minutes should not be approved until the questionable section is clarified or corrected as necessary
    - The corrections will be reflected in the current meeting's set of minutes and approved at the following meeting
- Information regarding an item on the agenda of a past meeting cannot be submitted for inclusion in the minutes after the minutes of that meeting have been approved
- The gist (not verbatim) of spoken comments will be reflected in the minutes
- If a speaker desires that his/her written comments be part of the public record,
    - The speaker must read the comments verbatim, specifically request that the written comments be included in the public record, and
    - Provide a copy of the written comments to the Chair (or recording secretary)
    - These written comments will be either reflected verbatim in the minutes or will be attached to the minutes
- All other information provided by a speaker or citizen (e.g. handouts, pictures, correspondence, etc.) should be provided to the Chair (or recording secretary) for inclusion as part of the CAB meeting's public record
    - These documents will be kept in the public file repository, but will not be a part of the minutes

It is the CAB Chair's responsibility to forward any correspondence noted on the minutes/record to the County Manager/County Commission office for the public record files.

The law provides that the minutes are public records and have permanent value. The minutes must be retained by the public body for five years. The Advisory Board shall approve the minutes of a meeting within 45 days after the meeting or at the next meeting of the public body, whichever occurs later. The Commissioner's/County Manager's office is the public body designated to retain these records for the Citizen Advisory Boards. The minutes or an audio recording of a meeting made must be available for public inspection within ~~45~~ 30 working days after adjournment of the meeting. Meetings must be recorded in addition to the written minutes. ~~The recording of the meeting must also be made available for public inspection.~~ The audio tape must also be retained by the County Manager's for three years.

GUIDELINES FOR CONDUCTING EFFECTIVE MEETINGS

- There must be a quorum of members present in order to conduct a meeting. State Law defines a quorum as a simple majority of the constituent members of a public body
    - If there is not a quorum, start your meeting and turn on your audio recording device. State the beginning as you normally would. At attendance announce who is present and absent. Announce the meeting is cancelled due to a lack of a quorum.
- The CAB Chair should control the meeting
- Follow process as outlined for Virtual Meetings (Zoom)
- The Chair should make sure everyone has a chance to speak under appropriate items, but can limit the time and content
    - If the person speaking is repeating concerns already expressed by another, the Chair can so state and limit that person's time. Use courtesy and common sense.
- The Chair runs the meeting; the audience does not. It is up to the Chair and his/her colleagues on the CAB to decide how or if input from the audience is presented to the Board of County Commissioners.
    - However, the CAB should communicate all sides of any discussion and ensure that its presentations to the Board of County Commissioners are accurate, fair, and complete.
- When addressing Lyon County Staff or the public, the Board members shall remain professional and courteous at all times
- The Chair can call a recess or adjourn the meeting, with a motion and approval by the rest of the CAB, if the crowd is so disruptive that the CAB cannot continue to conduct business
- Remember CAB members are not elected officials
    - They are listeners to and voices of their communities, and they are not vested with authority to take action on behalf of Board of County Commissioners
- CAB members should be prepared to generate discussion and provide comments on certain issues of interest to the community, irrespective of the popularity of their position or the controversial nature of the issue
- Proxy voting is not allowed

- The Chair can note the receipt of correspondence and summarize the contents, but the correspondence need not be included in the minutes
    - The Chair can request the recording secretary provide follow-up letters
    - If correspondence is noted on the record by the Chair, that correspondence must be available during the meeting for the public to review
    - Public records requests for the correspondence must be referred to the County Manager's/County Commission Office
- Comments from the public during the two public comment agenda items are for matters either on or off the agenda
    - The Open Meeting Law allows CAB members to respond to items raised during public comment items, but does **not allow CABs to take action on them.** However, staff highly recommends that CAB members NOT discuss matters brought up during public comment items to avoid any possibility of an Open Meeting Law violation for deliberating on an item not properly noticed on an agenda.
    - If appropriate, an item raised during public comments may be scheduled for a future CAB meeting.
- Public testimony will be heard on action items
    - This period must be opened by the chair prior to action being taken by the Board, then closed after all have spoken
- Speakers must identify themselves
- Appointment of officers will be held annually or as vacancies occur. The appointment for officers shall be held during a regular CAB Board meeting and will be agendized. The term of office for each officer will end December 31st. Annual appointment of officers shall be completed by the first meeting in January. Newly appointed officers will assume office immediately upon appointment
    - If a new Chair is elected, the old Chair will immediately relinquish chairmanship of the meeting to the new Chair who will chair the remainder of the meeting
    - A CAB should not elect a member who is not present at the meeting. (However, if an absent member is appointed to an office, the appointment is contingent upon the member agreeing to hold the office)
    - If an absent member is elected as the Chair, the current Chair will remain as Chair until the absent member agrees to hold the office of Chair
    - In the event a vacancy is created during an officer's term, the Board will conduct a special appointment to fill the vacancy at their next regular meeting

COMMUNITY DEVELOPMENT PROCESS

The Citizen Advisory Board meetings provide a public forum within a community to receive input from residents regarding issues affecting their neighborhoods. The reports received from the board meetings are forwarded by the Chair or secretary to the Planning Department for inclusion in the staff reports. The reports are to provide input for consideration by the Planning Commission and the Board of Commissioners with regard to these issues. Advisory Boards do not approve or deny any phase of a project. The Planning Commission and Board of County Commissioners consider the input of the report from the Advisory Boards in facilitating their final decisions.

The Lyon County Code requires Citizen Advisory Boards to be notified of certain development applications within their geographic area of responsibility. These applications include Master Plan Amendments and Specific Plans, Development Agreements, Code Amendments, Parcel Maps, Division into Large Parcels maps and Reversion to Acreage maps, Special Use Permits and Special Use Permit annual reviews, Tentative Subdivision Maps, Zone Changes and Planned Unit Developments and Variances. The applications are distributed to the CABs through the Agency Review process. The advisory board is responsible for scheduling the above mentioned on the agenda for community review. Staff may also provide development applications to a board that they believe may have an impact on a community, even though the Development Code does not mandate notice to the CAB.

If you do not receive any application packets, that usually means there have been no development applications submitted that month within your CAB area. You are welcome to confirm this by calling the Planning Department at 463-6592. If you have reviewed a project at a CAB meeting, it is the responsibility of the CAB Chair to transmit any and all comments derived from the CAB meeting to the Planning Department.

CAB Agendas

Once an applicant formally submits an application for a development project to the Planning Department, an NRS mandated time frame begins. These applications must proceed through the review process within the mandated time frame unless the applicant requests a postponement, continuance or withdraws the application. Therefore, it is very important that these items be placed on the agenda of your next regularly scheduled CAB meeting for review and comment. In most cases, the only other time you will have a chance to comment on proposals is at a public hearing before the Planning Commission (PC) or Board of Commission meeting.

If there are any questions regarding agenda items received from the Planning Department, the chair should contact them to resolve any issues. After the chair has approved the agenda it is then published.

If an application (project) lies within the geographic area of responsibility of your CAB, you will receive an application packet as submitted to the Planning Department.

It is important for the CAB to discuss these development application items at the CAB meeting for which they are scheduled. Again, there is a mandated window of time for review. If you have to postpone an agenda item because the meeting is running long, the postponed item should not be an application/project agenda item that has a mandated time review.

For your information, there is **no legal requirement for applicants to attend the advisory board meetings**, even though staff strongly encourages their attendance. It is therefore, inappropriate for the board to "deny" a project based on the applicant's absence from the meeting. The board should allow discussion of the project from both the public and applicant to gather all information to be included in the Letter of Transmittal. This includes questions posed that could not be answered because there was no representation from the applicant. If the advisory board believes there is not enough information to make a recommendation or comment on the application, you should also communicate that in the report. The Planning Commission and the Board of County Commissioners need all the issues and concerns discussed at the advisory board meeting to facilitate their decisions. You can, of course, always speak to the Planning Department or the applicant(s) prior to the meeting for additional information.

For additional information on the Development Application Review Process, please contact the Lyon County Planning Department (775) 463-6592.

LYON COUNTY PLANNING COMMISSION

The Lyon County Planning Commission is a citizen commission appointed by the Board of County Commissioners. The commission acts as an Advisory Council to the Board of County Commissioners in such areas as adoption of the Master Plan and Development Code. The Planning Commission makes decisions on special use permits, approves tentative, and exercises other responsibilities as set forth in Lyon County Code. Planning Commissioners can be contacted by writing a letter of Transmittal and submitting the report to the Community Development and County Manager's office via email.

BOARD OF COUNTY COMMISSIONERS

The Board of County Commissioners is the legal governing body of Lyon County. The board consists of five members elected from individual districts in the County for a staggered four-year term. All Commissioners can be contacted via email or by submitting a letter of Transmittal report to the County Manager's office. As of calendar year 2021, the Commissioners are as follows:

District I: Wes Henderson, whenderson@lyon-county.org
District II: Vida Keller, vkeller@lyon-county.org
District III: Ken Gray, kgray@lyon-county.org
District IV: Robert Jacobson, rjacobson@lyon-county.org
District V: Dave Hockaday, dhockaday@lyon-county.org

WEBSITES

The Agendas, Citizen Advisory Board Handbook and minutes are available online at the Lyon County Website.

Citizen Advisory Board Ordinances, Bylaws & Resolutions can be found online at the Lyon County Website in County Codes.

Statutes can be found at the Nevada Legislature website, CHAPTER 241 - MEETINGS OF STATE AND LOCAL AGENCIES.

The Nevada Open Meeting Law Manual can be found at The Official Nevada Attorney General Website.

The full Nevada Revised Statutes (NRS) Chapter 241—Meetings of State and Local Agencies—can be found at: https://www.leg.state.nv.us/nrs/NRS-241.html

Lyon County Website: www.lyon-county.org

Nevada Legislature: https://www.leg.state.nv.us/NRS/NRS-241.html

The Official Nevada Attorney General Website: http://ag.nv.gov/

LYON COUNTY PERSONNEL POLICY ACKNOWLEDGEMENT

I understand that I am expected to read and understand this handbook, the Citizen Advisory Board bylaws, the Lyon County personnel policies, and the applicable portions of the Lyon County code. I further understand that I am governed by these documents, and that failure to comply may result in termination of my volunteer service. I acknowledge that I am providing this service freely, for civic, charitable, or humanitarian reasons, and without any expectation of compensation. I understand that I have no property right in the continuation of my volunteer service and that such service is terminable at-will by me or by Lyon County. If I have questions concerning the applicable governing documents or my role as a Citizen Advisory Board member, I will bring it to the attention of the Lyon County Manager's Office.

I also understand that Lyon County may change, rescind or add to the applicable governing documents without prior notice, at the sole and absolute discretion of Lyon County, provided such changes, rescissions and/or additions are not prohibited by law.

_____ _____

Citizen Advisory Board Member Signature Date

_____

Print Name

NRS 241.020 Meetings to be open and public; size of facilities; limitations on closure of meetings; notice of meetings; copy of materials; exceptions.

1. Except as otherwise provided by specific statute, all meetings of public bodies must be open and public, and all persons must be permitted to attend any meeting of these public bodies. A meeting that is closed pursuant to a specific statute may only be closed to the extent specified in the statute allowing the meeting to be closed. All other portions of the meeting must be open and public, and the public body must comply with all other provisions of this chapter to the extent not specifically precluded by the specific statute. Public officers and employees responsible for these meetings shall make reasonable efforts to assist and accommodate persons with physical disabilities desiring to attend.

2. If any portion of a meeting is open to the public, the public officers and employees responsible for the meeting must make reasonable efforts to ensure the facilities for the meeting are large enough to accommodate the anticipated number of attendees. No violation of this chapter occurs if a member of the public is not permitted to attend a public meeting because the facilities for the meeting have reached maximum capacity if reasonable efforts were taken to accommodate the anticipated number of attendees. Nothing in this subsection requires a public body to incur any costs to secure a facility outside the control or jurisdiction of the public body or to upgrade, improve or otherwise modify an existing facility to accommodate the anticipated number of attendees.

3. Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting. The notice must include:

(a) The time, place and location of the meeting.

(b) A list of the locations where the notice has been posted.

(c) The name and contact information for the person designated by the public body from whom a member of the public may request the supporting material for the meeting described in subsection 7 and a list of the locations where the supporting material is available to the public.

(d) An agenda consisting of:

(1) A clear and complete statement of the topics scheduled to be considered during the meeting.

(2) A list describing the items on which action may be taken and clearly denoting that action may be taken on those items by placing the term "for possible action" next to the appropriate item or, if the item is placed on the agenda pursuant to NRS 241.0365, by placing the term "for possible corrective action" next to the appropriate item.

(3) Periods devoted to comments by the general public, if any, and discussion of those comments. Comments by the general public must be taken:

(I) At the beginning of the meeting before any items on which action may be taken are heard by the public body and again before the adjournment of the meeting; or

(II) After each item on the agenda on which action may be taken is discussed by the public body, but before the public body takes action on the item.

➥ The provisions of this subparagraph do not prohibit a public body from taking comments by the general public in addition to what is required pursuant to sub-subparagraph (I) or (II). Regardless of whether a public body takes comments from the general public pursuant to sub-subparagraph (I) or (II), the public body must allow the general public to comment on any matter that is not specifically included on the agenda as an action item at some time before adjournment of the meeting. No action may be taken upon a matter raised during a period devoted to comments by the general public until the matter itself has been specifically included on an agenda as an item upon which action may be taken pursuant to subparagraph (2).

(4) If any portion of the meeting will be closed to consider the character, alleged misconduct or professional competence of a person, the name of the person whose character, alleged misconduct or professional competence will be considered.

(5) If, during any portion of the meeting, the public body will consider whether to take administrative action regarding a person, the name of that person.

(6) Notification that:

(I) Items on the agenda may be taken out of order;

(II) The public body may combine two or more agenda items for consideration; and

(III) The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

(7) Any restrictions on comments by the general public. Any such restrictions must be reasonable and may restrict the time, place and manner of the comments, but may not restrict comments based upon viewpoint.

4. Minimum public notice is:

(a) Posting a copy of the notice at the principal office of the public body or, if there is no principal office, at the building in which the meeting is to be held, and at not less than three other separate, prominent places within the jurisdiction of the public body not later than 9 a.m. of the third working day before the meeting;

(b) Posting the notice on the official website of the State pursuant to NRS 232.2175 not later than 9 a.m. of the third working day before the meeting is to be held, unless the public body is unable to do so because of technical problems relating to the operation or maintenance of the official website of the State; and

(c) Providing a copy of the notice to any person who has requested notice of the meetings of the public body. A request for notice lapses 6 months after it is made. The public body shall inform the requester of this fact by enclosure with, notation upon or text included within the first notice sent. The notice must be:

(1) Delivered to the postal service used by the public body not later than 9 a.m. of the third working day before the meeting for transmittal to the requester by regular mail; or

(2) If feasible for the public body and the requester has agreed to receive the public notice by electronic mail, transmitted to the requester by electronic mail sent not later than 9 a.m. of the third working day before the meeting.

5. For each of its meetings, a public body shall document in writing that the public body complied with the minimum public notice required by paragraph (a) of subsection 4. The documentation must be prepared by every person who posted a copy of the public notice and include, without limitation:

(a) The date and time when the person posted the copy of the public notice;

(b) The address of the location where the person posted the copy of the public notice; and

(c) The name, title and signature of the person who posted the copy of the notice.

6. If a public body maintains a website on the Internet or its successor, the public body shall post notice of each of its meetings on its website unless the public body is unable to do so because of technical problems relating to the operation or maintenance of its website. Notice posted pursuant to this subsection is supplemental to and is not a substitute for the minimum public notice required

pursuant to subsection 4. The inability of a public body to post notice of a meeting pursuant to this subsection as a result of technical problems with its website shall not be deemed to be a violation of the provisions of this chapter.

7. Upon any request, a public body shall provide, at no charge, at least one copy of:

(a) An agenda for a public meeting;

(b) A proposed ordinance or regulation which will be discussed at the public meeting; and

(c) Subject to the provisions of subsection 8 or 9, as applicable, any other supporting material provided to the members of the public body for an item on the agenda, except materials:

(1) Submitted to the public body pursuant to a nondisclosure or confidentiality agreement which relates to proprietary information;

(2) Pertaining to the closed portion of such a meeting of the public body; or

(3) Declared confidential by law, unless otherwise agreed to by each person whose interest is being protected under the order of confidentiality.

➥ The public body shall make at least one copy of the documents described in paragraphs (a), (b) and (c) available to the public at the meeting to which the documents pertain. As used in this subsection, "proprietary information" has the meaning ascribed to it in NRS 332.025.

8. Unless it must be made available at an earlier time pursuant to NRS 288.153, a copy of supporting material required to be provided upon request pursuant to paragraph (c) of subsection 7 must be:

(a) If the supporting material is provided to the members of the public body before the meeting, made available to the requester at the time the material is provided to the members of the public body; or

(b) If the supporting material is provided to the members of the public body at the meeting, made available at the meeting to the requester at the same time the material is provided to the members of the public body.

➥ If the requester has agreed to receive the information and material set forth in subsection 7 by electronic mail, the public body shall, if feasible, provide the information and material by electronic mail.

9. Unless the supporting material must be posted at an earlier time pursuant to NRS 288.153, the governing body of a county or city whose population is 45,000 or more shall post the supporting material described in paragraph (c) of subsection 7 to its website not later than the time the material is provided to the members of the governing body or, if the supporting material is provided to the members of the governing body at a meeting, not later than 24 hours after the conclusion of the meeting. Such posting is supplemental to the right of the public to request the supporting material pursuant to subsection 7. The inability of the governing body, as a result of technical problems with its website, to post supporting material pursuant to this subsection shall not be deemed to be a violation of the provisions of this chapter.

10. A public body may provide the public notice, information or supporting material required by this section by electronic mail. Except as otherwise provided in this subsection, if a public body makes such notice, information or supporting material available by electronic mail, the public body shall inquire of a person who requests the notice, information or supporting material if the person will accept receipt by electronic mail. If a public body is required to post the public notice, information or supporting material on its website pursuant to this section, the public body shall inquire of a person who requests the notice, information or supporting material if the person will accept by electronic mail a link to the posting on the website when the documents are made available. The inability of a public body, as a result of technical problems with its electronic mail system, to provide a public notice, information or supporting material or a link to a website required by this section to a person who has agreed to receive such notice, information, supporting material or link by electronic mail shall not be deemed to be a violation of the provisions of this chapter.

11. As used in this section, "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to:

(a) Disasters caused by fire, flood, earthquake or other natural causes; or

(b) Any impairment of the health and safety of the public.

(Added to NRS by 1960, 25; A 1977, 1099, 1109; 1979, 97; 1989, 570; 1991, 785; 1993, 1356, 2636; 1995, 562, 1608; 2001, 2395; 2003, 488; 2005, 2243; 2007, 1122; 2009, 2288; 2011, 2386, 2838; 2013, 729, 1884; 2015, 329, 1056; 2019, 3621)

NRS 241.023 Requirements for holding meeting by teleconference or videoconference.

1. A public body may conduct a meeting by means of teleconference or videoconference if:

(a) A quorum is actually or collectively present, whether in person or by means of electronic communication; and

(b) There is a physical location designated for the meeting where members of the public are permitted to attend and participate.

2. If any member of a public body attends a meeting by means of teleconference or videoconference, the chair of the public body, or his or her designee, must make reasonable efforts to ensure that:

(a) Members of the public body and members of the public present at the physical location of the meeting can hear or observe each member attending by teleconference or videoconference; and

(b) Each member of the public body in attendance can participate in the meeting.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 3, 2022

Agenda Item Number:
23.a

Subject:
For Possible Action: Review and accept the January 12, 2022 District Manager's report and minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- - Report & Minutes

. Com

Mason Valley Mosquito Abatement District

Yerington, Nevada

District Manager's Report

For January, 2022

January was cold and quite around here. Last month I completed my training courses and received a total of 15 ceu's. I only needed 12 to renew my state pesticide license, so now I am good for another four years.

Also, the 2023 budget packs came out, I have completed both ours as well as the WRWCD's. The only big change this year, is I added $50,000 to Capital Outlay, for a new truck. As I mentioned in past reports, my truck is in need of replacement, per vehicle maintenance recommendations. It is 13 yrs. Old and a lot of the sensors as well as the computer have been compromised, by all the years and miles of dirt and dusty roads. In doing a little price checking, I should be able to find one for $45,000-50,000. Of course I will research the best deal I can, but it seems the days of $20,000 trucks are gone. Our last truck was purchased in 2013, and still running well.

I started pricing larvicides and found that there will be very little increase this year, and the big worry is availability through the season. So I will be ordering soon, mostly larvicdes, as we have plenty of adulticides left from last year. We will start the season off with full shelves. And with a short water year, we should be fine.

I have been out at the MVWMA, for several days walking the NE area. I am still searching for that problem we seem to be having at the end of the season. I know I've got to be missing something that changed out there. And it only seems to hatch around the end of Sept. so it has to do with the filling of the ponds for hunting season. But it's not the ponds, we treat them. So my search continues.

A couple weeks ago, I went out to Wabuska and checked on our fish, they are doing great. At least the ones by shore, out in the open water I noticed the pelicans are loving them to! Currently there is enough to share.

Now that our February warm-up has started, I will be doing a little brush work. I have to open up access to a drain, on Miller Ln. The willows have grown so thick we can't get any material in. I am going to cut a tunnel down the center, so I can just wade it, and treat with a long term material.

After that is done, it will be time for Blackfly treatments.

Ok, that's it for now, questions/comments?

B.W.Stinson

Mason Valley Mosquito Abatement District

Bills submitted, January 2022

At&t	$ .66	Long distance
City of Yerington	$ 34.75	Water service
Frontier	$ 34.73	Phone service
Frey Spray	$ 8,320.00	13 hrs. flight time, 6/21
Gempler's	$ 179.41	Misc. supplies
IPM Education & Training Services	$ 85.00	IPM Training

Grand Total...$ 8,654.55

B.W.Stinson

MASON VALLEY MOSQUITO ABATEMENT DISTRICT
27 SOUTH MAIN STREET, YERINGTON, NEVADA 89447
TELEPHONE/FAX 775.463.6566

The Mason Valley Mosquito Abatement District Board held their monthly meeting January 12, 2022.

PRESENT		ABSENT
Bud Stinson		Jessica Halterman
Alyce Reese	Joan Blake	
Ed Moreda	Linda Romero	

Meeting called to order at 7:05 PM by Chairwomen, Joan Blake, In accordance with the "Nevada Open meeting law", the meeting is taped. Meeting tapes will be stored in the Mosquito Abatement Office.

ITEMS OF DISCUSSION:

+Agenda Motion by Alyce Reese to accept January 12, 2022 meeting agenda, second by Ed Moreda.

+ Minutes of November 10, 2021 . Motion by Linda Romero to approve minutes as presented, second by Ed . Moreda.

+ District Managers employee performance review.
Joan distributed copies to each member of the 2021 Performance appraisal for Bud. Review and discussion with determination of a Rating of 5 (significantly above target) In all categories. A motion by Alyce Reese to accept the 2021 performance appraisal with a 2.5% merit increase retroactive to Bud's anniversary date of 12/1/2021; with emphasis on continued education pertaining to job goals. Second by Ed Moreda.

Managers report – November – December 2021
Slow time in our department during these winter months. Busy performing maintenance on equipment and miscellaneous office update of files, etc. Attended the ADAPCO, along with Nevada Dept., of AG. Class held December 15th On "Vector Lab". Completed and finished. Also enrolled in a Pesticide Recertification Class being held in Reno on January 20th. This will complete my requirements For upcoming license renewal.

+ BILLS – November & December 2021 Ed Moreda made a motion to approve the November & December 2021 bills In the amount of $207.24, Second by Linda Romero.

WEED DISTRICT:

Bud prepared a 2021 report on WRWCD treatment of 151 infestations of state Listed noxious weeds, totaling 91.79 acres during the growing season. Additional Information is listed in the Managers report. (Copy attached).

Meeting adjourned 7:25 PM

Alyce Reese, Secretary

Mason Valley Mosquito Abatement District

Yerington, Nevada

District Manager's Report

For November/December, 2021

This is our slow time, not much happening, pay the bills, clean out files, talk with other mosquito managers, do some classes, and watch the snow build.

Adapco, along with the state Dept. of Ag. held a Vector Lab, on the 15th of December, which I attended and completed. My next class is on January 20th, in Reno, Pesticide License Recertification class. This will complete my ceu requirements, for my upcoming license renewel. It's due by the end of February. And I'm only three short.

So as I stated last month, I totaled the work completed by the WRWCD. Five state listed, noxious weed species were treated and controlled, by the district, this season. Of course the most prevalent being Perennial Pepperweed, commonly known as tall whitetop, or twt for short. Twt is currently increasing throughout the Walker River Basin mainly due to the flooding that we experienced several years back, which spread seeds from existing infestations, through the entire floodplain. Now after a couple of seasons, the sites have increased in size large enough to be noticed and identified. We treated 76 sites, totaling 59.14 acres. This may not seem like a lot but it's probably only about 40% of the existing sites, over 30% of the river corridor, in Mason Valley is state land, (out of our jurisdiction). And in Smith Valley, a lot of the riparian areas, (jungles!), are very thick making applications difficult and time consuming. Next summer a lot more sites will be documented in Smith Valley.

The other four species are "status quo", with no real increase, in fact last summer the puncturevine calls were down. We only did 27 sites, totaling 5.51 acres, (nobody called). Hoary Cress, known as whitetop, was 23 sites covering 11.52 acres. Next was 19 Russian Knapweed sites, totaling 13.15 acres. And lastly we have Scotch Thistle, which we've nearly eliminated from this area. We are down to 6 sites totaling 2.47 acres. As far as we know, this is the last infestation of Scotch in the district. It is still hanging on in Hoye Canyon but has been eliminated from Smith Valley, (we think).

So all in all, the Walker River Weed Control District treated 151 infestations of state listed noxious weeds, totaling 91.79 acres during the 2021 growing season.

Ok, that's it for now, questions/comments?

B.W.Stinson BWS