



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, MARCH 04, 2021
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447**

Join Zoom Meeting:

<https://us02web.zoom.us/j/84377242413?pwd=VHdOU2dsdGdNM110K1ZhMHITbENkZz09>

Meeting ID: 843 7724 2413 / Passcode: 666650

One tap mobile: 1-346-248-7799 / Dial by your location: 1-253-215-8782

Public Meeting Notice — In compliance with social distancing requirements and State of Nevada Declaration of Emergency Directive 006, Lyon County will be hosting virtual public meetings until further notice. (In-person public attendance is not available during this time)

No members of the public will be allowed in the BOCC Chambers due to concerns for public safety resulting from the COVID-19. This meeting will be held virtually pursuant to NRS 241.023 and State of Nevada Declaration of Emergency Directive 006 In-person attendance is not available.

Public Comment — If you are attending the virtual Zoom meeting by dialing in, use *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 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.

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 ONE HOUR

1. Roll Call

2. Invocation given by Betty Weiser of the United Methodist

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 9:45 AM: Presentation by the Dayton Valley Conservation District on projects, accomplishments, opportunities and challenges (Requested by DVCD)

7. Presentation of awards and/or recognition of accomplishments

- 7.a. For Presentation Only: Present Peter Baltes with a retirement plaque for his years of service with the Lyon County Sheriff's Office.
- 7.b. For Presentation Only: Recognize Misty Crank, Home Visitor in Children Services for providing outstanding services to Lyon County families.

- 7.c. For Presentation Only: Recognize Erin Lopez for her service and commitment to Lyon County, the Board of Commissioners and staff (Requested by Commissioner Gray)

8. Commissioners/County Manager reports

9. Elected Official's reports

- 9.a. Dayton Justice Court
 - [Civil, Criminal & Monthly Statistics January 2021](#)

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 8, 2021 and February 18, 2021 minutes.
 - [February 8, 2021 Minutes](#)
 - [February 18, 2021 Minutes](#)

13. Contracts

- 13.a. For Possible Action: Accept amended contract for services of independent contractor, Winona J Holloway in the amount of \$68,640, an increase of \$14,300 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).
 - [FY21 LCHS MOST Independent Contractor Support Amendment](#)
- 13.b. For Possible Action: Approve a request for the Sheriff to sign an agreement with Guardian Alliance Technologies Inc. This agreement is designed to aid the Sheriff's Office in conducting background checks for prospective employees. The agreement has no cost up front and is only paid for on an as needed basis.
 - [On-line background contract for Sheriff's Office](#)
- 13.c. For Possible Action: Approve a landscape contract with T&T Lawns Plus for Mar 4, 2021 to November 30, 2021 for a total of \$145,800.
 - [County Contract for Landscape Budget 2021-2022](#)
 - [Bid for Landscaping](#)

14. Grants

- 14.a. For Possible Action: Approve Intrastate Agreement between the State of Nevada Department of Health and Human Services, Division of Welfare and Supportive Services and the Lyon County District Attorney for the Social Security IV-D Child Support Services and grant funding for the period July 1, 2021 to June 30, 2025.
 - [2021-2025 Interlocal Agreement Child Support](#)

15. Other Consent Items

- 15.a. For Possible Action: Review and accept claims and financial reports.
 - [Cash Report 2-15-21](#)
 - [Claims Report 2-1-21 to 2-15-21](#)
- 15.b. For Possible Action: Review and accept travel claims.
 - [Travel Report 2-1-21 to 2-15-21](#)
- 15.c. For Possible Action: Approve increasing the budget for the Yerington Library carpet replacement from \$30,000 to \$34,000, with funding to come from the Capital Improvements Fund.

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

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

16. Planning

- 16.a. For Possible Action – Ronald Wright Trust – Tentative Industrial Subdivision Map – Request to allow for subdivision to create 14 individual airspace units within a hanger building located on a 2.5 acre parcel in the M-1 zoning district located at 126 Lakes Boulevard, Dayton, NV (APN 016-363- 07) (PLZ-2020-0013)
 - [Staff Report](#)

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

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

17. Board Appointments and Resignations

- 17.a. For Possible Action: To appoint a County Commissioner to apply to be a member of the Nevada Commission of the Aging (Requested by Commissioner Jacobson)
 - [Commission on Aging](#)
- 17.b. For Possible Action: Appoint a County Commissioner to Intergovernmental Executive Committee (IEC) contained in the FY2021 National Defense Authorization Act for Naval Air Station Fallon - FRTC Modernization.
 - [Letter from NASF](#)
 - [NDAA FY21](#)
 - [FRTC Withdrawal](#)
- 17.c. For Possible Action: Appoint up to two (2) members to the Room Tax Board, with terms expiring December 31, 2022.
 - [Victor West, Application](#)
- 17.d. For Possible Action: Appoint a member to the Silver City Advisory Board, with a term expiring December 31, 2022.
 - [Evangeline Elston, Application](#)

18. County Manager

- 18.a. For Possible Action: To Direct staff to stop developing an amendment to Lyon County Code Title 5

Chapter 3 to allow brothels to provide non-sexual escort services. (Requested by Commissioner Gray)

- 18.b. For Possible Action: To give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto. (Requested by Comm. Keller)
- 18.c. For Possible Action: Discussion and direction to staff and Legislative Coalition Members regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact Lyon County as may be deemed appropriate by the Board of County Commissioners.
- 18.d. For Possible Action: To add, remove and prioritize public works projects for pre-engineering/engineering to be qualified for future grant applications. (Requested by the County Manager)
 - [Projects Report](#)
- 18.e. For Possible Action: Approve Agreement between Lyon County and the Historical Society of Dayton Valley for Maintenance, Preservation, Improvement and Enhancement of County Owned Historical Buildings and Property in Dayton Valley
 - [Proposed Stewardship 2021 Historical Society of Dayton Valley](#)

19. Utilities

- 19.a. For Possible Action: Discussion and possible direction to the Utilities Director to add fire hydrant(s) in the Old Town Dayton area (requested by Commissioner Gray).
 - [Map of existing hydrants](#)

20. Other

- 20.a. For Possible Action: Approve the revised Central Lyon County Parks and Recreation Advisory Council bylaws.
 - [Bylaws \(Original\)](#)
 - [CLCPB Bylaws 2021 Final Revisions](#)
- 20.b. For Possible Action: Approve Conversion to County Property Request. See attached conversion letter listing property to be converted.
 - [Conversion to County Property Request](#)
- 20.c. For Possible Action: Discuss and possible direction to staff regarding a potential relocation of the Dayton Rodeo Center (requested by Commissioner Gray).
- 20.d. For Possible Action: Approve MOU between the City of Fernley and Lyon County for services and Addendum A to the MOU related to court facilities for domestic battery jury trials.
 - [2021 MOU Addendum A Domestic Battery and Jury Trials](#)
 - [Memorandum of Understanding MOU Lyon County City of Fernley General Services \(Revised\)](#)

21. Agenda Requests

22. Commissioner Comments

23. 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.*

24. Public Participation (no action will be taken on any item until it is properly agendaized) - *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.*

25. Adjourn

This agenda has been posted in accordance with the open meeting law at the following locations: Lyon County Administrative Complex, Lyon County Courthouse, Dayton Utilities, and City of Fernley.

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 4, 2021

Agenda Item Number:

6.a

Subject:

TIME CERTAIN at 9:45 AM: Presentation by the Dayton Valley Conservation District on projects, accomplishments, opportunities and challenges (Requested by DVCD)

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 4, 2021

Agenda Item Number:

7.a

Subject:

For Presentation Only: Present Peter Baltes with a retirement plaque for his years of service with the Lyon County Sheriff's Office.

Summary:

Lt. Peter Baltes has officially retired from the Lyon County Sheriff's Office after 13 years of dedicated service. His official retirement date was February 14, 2021. He has a total of 23.5 years in as a Law Enforcement Officer.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Present Peter Baltes with a retirement plaque for his years of service with the Lyon County Sheriff's Office.

ATTACHMENTS

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

7.b

Subject:

For Presentation Only: Recognize Misty Crank, Home Visitor in Children Services for providing outstanding services to Lyon County families.

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 4, 2021

Agenda Item Number:

7.c

Subject:

For Presentation Only: Recognize Erin Lopez for her service and commitment to Lyon County, the Board of Commissioners and staff (Requested by Commissioner Gray)

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 4, 2021

Agenda Item Number:

9.a

Subject:

Dayton Justice Court

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Civil, Criminal & Monthly Statistics January 2021](#)

Court: DAYTON JUSTICE COURT

Court ID: J031102

Disposition Worksheet

Date: 1/1/2021 to 1/31/2021

Page 3 of 5

Justice Court Case Types - Felonies (Dictionary p. 1-4)

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
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Criminal Case Dispositions

(Dictionary p. 13-16)

Non-Trial Dispositions

Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0	0
Nolle Prosequi (before trial)	1	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
Guilty Pleas with Sentence (before prelim.)	0	0	0	0	0	0	0	0	0	0	0	0
Waiver of Preliminary hearing	0	0	0	0	2	0	0	0	0	0	0	0
Preliminary Hearing	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (during prelim.)	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
Bindover	0	0	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	0
TOTAL NON-TRIAL DISPOSITIONS	1	0	0	0	2	0	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

GRAND TOTAL DISPOSITIONS

0	0	0	0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	2	0	0	0	0	0	0	0

Justice Court Case Types (cont'd) - Gross Misdemeanors (Dictionary p. 4-6)

	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
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Non-Trial Dispositions

Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	0
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	1	0	0	0	0	0
Waiver of Preliminary hearing	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing	0	0	0	0	0	0	0	0	0	0	0
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	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)	0	0	0	0	0	0	0	0	0	0	0
Dismissed (before trial)	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (before trial)	0	0	0	0	0	0	0	0	0	0	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	0	0	0	0	0	1	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	0	0	0	0	0	1	0	0	0	0	0
GRAND TOTAL DISPOSITIONS											

Vicki Foster

Prepared by:

Approved by:

Chief Judge

Justice (cont'd)/Municipal Court Case Types - Misdemeanors (Dictionary p. 4-6)

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
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Non-Trial Dispositions

Bail Forfeitures	0	0	0	0	0	0	0	0	0	0	177	0
Nolle Prosequi (before trial)	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
Guilty Pleas with Sentence (before prelim.)	0	0	0	0	0	0	0	0	0	0	0	0
Waiver of Preliminary hearing	0	0	0	0	0	0	0	0	0	0	0	0
Preliminary Hearing	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (during prelim.)	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
Bindover	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (after diversion)	0	2	0	0	0	0	0	0	0	0	15	0
Dismissed (before trial)	0	0	0	0	0	0	0	0	0	0	0	0
Guilty Plea with Sentence (before trial)	0	0	0	0	1	0	0	2	2	1	17	0
Transferred (before/during trial)	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-TRIAL DISPOSITIONS	1	2	0	0	1	0	0	4	2	2	209	0

Trial Dispositions

Bench Trial	0	0	0	0	0	0	0	0	0	0	0	0
Dismissed (during trial)	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
Guilty Plea with Sentence (during trial)	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
TOTAL BENCH TRIAL DISPOSITIONS	0											

Jury Trials

Dismissed (during trial)	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
Guilty Plea with Sentence (during trial)	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
TOTAL JURY TRIAL DISPOSITIONS	0											

Other Manner of Disposition

0	0	0	0	0	0	0	0	0	0	0	0	0
1	2	0	0	1	1	0	0	4	2	2	209	0
GRAND TOTAL DISPOSITIONS												

Court: DAYTON JUSTICE COURT

Court ID: J031102

Caseload Worksheet

Date: 1/1/2021 to 1/31/2021

Page 1 of 4

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

b Inactive

2 New Filings

a Charges

3 Reopened

4 Reactivated

5 Dispositions (entry of Judgment)

a Original

b Reopened

6 Placed on Inactive Status

7 End Pending

a Active

b Inactive

To be completed at a later date													
To be completed at a later date													
0	0	0	0	0	0	1	1	0	0	0	0	0	0
0	0	0	0	0	0	1	1	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0
To be completed at a later date													
1	0	0	0	0	0	2	0	0	0	0	0	0	0
To be completed at a later date													
To be completed at a later date													
To be completed at a later date													
To be completed at a later date													

Court: DAYTON JUSTICE COURT

Court ID: J031102

Caseload Worksheet

Date: 1/1/2021 to 1/31/2021

Page 2 of 4

District & Justice Court Case Types (cont'd) - Gross Misdemeanors (Dictionary p. 1-4)

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	Crimes Against Lj Courts
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1 Begin Pending

- a Active
- b Inactive

2 New Filings

- a Charges

3 Reopened

4 Reactivated

5 Dispositions (entry of Judgment)

- a Original
- b Reopened

6 Placed on Inactive Status

7 End Pending

- a Active
- b Inactive

To be completed at a later date											
To be completed at a later date											
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0
To be completed at a later date											
0	0	0	0	0	1	0	0	0	0	0	0
To be completed at a later date											
To be completed at a later date											
To be completed at a later date											
To be completed at a later date											

Justice (cont'd)/Municipal Court Case Types - Misdemeanors (Dictionary p.4-6)

	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
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1 Begin Pending

- a Active
- b Inactive

2 New Filings

- a Charges

3 Reopened

4 Reactivated

5 Dispositions (entry of Judgment)

- a Original
- b Reopened

6 Placed on Inactive Status

7 End Pending

- a Active
- b Inactive

	To be completed at a later date												
	To be completed at a later date												
5	6	0	1	2	1	0	1	4	2	1	155	0	
5	6	0	1	2	1	0	1	5	2	1	189	0	
0	0	0	0	0	0	0	0	0	0	0	0	0	0
	To be completed at a later date												
1	2	0	0	1	1	0	0	4	2	2	209	0	
	To be completed at a later date												
	To be completed at a later date												
	To be completed at a later date												
	To be completed at a later date												

Date: 1/1/2021 to 1/31/2021

Additional Criminal Caseload Statistics (p. 6)

Remanded Cases	0
Aggressive Driving Charges	0
Graffiti Charges	0
Bench Trials	1
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	3
Probable Cause Findings/Hearings	15
Extradition Hearings	0
Coroner's Inquest Hearings	0
72-Hour Hearings	0
Arraignment Hearings	41
Preliminary Hearings	0
Sentencing Hearings	26
Grand Jury Proceedings	0
Post-Adjudication Case Activity	0
Request for Modification of Sentence	0
Revocation Hearing	0
Post Conviction Relief	0

Preliminary Hearing Continuances

Court Need	0
Prosecution Request	1
Defendant Request (pro per)	1
Defense Attorney Request	1
Other	0
Total Prelim Hearing Continuances	3

Trial Continuances

Court Need	0
Prosecution Request	0
Defendant Request (pro per)	0
Defense Attorney Request	0
Other	0
Total Trial Continuances	0

Vicki Foster

Prepared by:

Approved by:

[Signature]

Court: DAYTON JUSTICE COURT Court ID: 1031102

Date: 1/1/2021 to 1/31/2021

Justice/Municipal Court Case Types - Civil (Dictionary, p.25-27)

Civil Caseload (Dictionary p. 29-31)	Real Property Case			Tort Case			Contract Case (Seller Plaintiff (Debt Collection) Case)							Protection Orders					
	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	Debt Collection Other Debt Collection Case	Contract Buyer/Plaintiff Case	Other Contract Case	Contested Licens Case	Other Civil Matters	Small Claims Case	Request for DV Protection Order	Request for Protection Order (Non-DV)
	3	0	0	0	0	0	0	0	36	0	26	0	0	0	0	0	3	6	9
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0

1. Begin Pending																			
a. Active																			
b. Inactive																			
2. New Filings																			
3. Reopened																			
4. Reactivated																			

5. Dispositions (Entry of Judgment)																			
a. Original	3	0	0	0	0	0	0	0	4	0	1	0	0	0	0	1	3	8	8
b. Reopened																			

6. Placed on Inactive Status																			
a. Active																			
b. Inactive																			

7. End Pending																			
a. Active																			
b. Inactive																			

8. Set for Review																			

Court: DAYTON JUSTICE COURT

Court ID: 3031102

Prepared by: Vicki Foster

Date: 1/1/2021 to 1/31/2021

Approved by: *[Signature]*

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									
	Landlord/Tenant Case (Summary Eviction)	Unlawful Detainer Complaint (Writs of Restitution)	Other Real Property Case	Auto Negligence Case	Negligence Case	Premises Liability Case	Other Negligence Case	Intentional Misconduct Case	Other Tort Case	Credit Card Collection Case	Payday Loan Collection Case	Seller Plaintiff (Debt Collection) Case	Debt Collection Agency Case	Other Debt Collection Case	Contract Buyer Plaintiff Case	Other Contract Case	Contested Lens Case	Other Civil Matters	Small Claims Case	Request for DV Protection Order	Request for Protection Order (Non-DV)	
Other Manner of Disposition	0	0	0	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	3	0	0	0	0	0	0	0	0	0	0	1	0
Involuntary Dismissal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	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	0	0	0
Judgment on Arbitration	0	0	0	0	0	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	0	0	0	0	0
Stipulated Judgment	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Default Judgment	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	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	0	0	0	0	0
Summary Judgment	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Non-Trial Dispositions	2	0	0	0	0	0	0	0	0	4	0	1	0	1	0	1	0	0	1	0	1	0
Non-Jury (bench) Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disposed After Trial Start (bench trial)	1	0	0	0	0	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	0	0	0	0	0	0
Total Bench (Non-Jury) Trial Dispositions	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jury Trial Dispositions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Disposed After Trial Start (jury trial)	0	0	0	0	0	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	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	0	0	0	0	0
Protection Orders Dispositions																						
Denied without Hearing																						
Granted without Hearing																						
Denied with Hearing																						
Granted with Hearing																						
Total Protection Order Dispositions	0	1	5	3	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total Dispositions	3	0	0	0	0	0	0	0	0	4	0	1	0	1	0	1	0	0	1	0	1	0

Civil High Risk Orders Report

Court: DAYTON JUSTICE COURT Count ID: J031102

For Dates Between: 1/1/2021 And 1/31/2021

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		

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

12.a

Subject:

For Possible Action: Approve the February 8, 2021 and February 18, 2021 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [February 8, 2021 Minutes](#)
- - [February 18, 2021 Minutes](#)

The Honorable Board of Lyon County Commissioners met this day with the following present: Comm. Vida Keller and Comm. Rob Jacobson. The following Commissioners called in: Comm. Dave Hockaday, Comm. Ken Gray, and Comm. Wes Henderson. Also present: District Attorney Steve Rye, and County Manager Jeff Page.

1. Roll Call

Present: Vida Keller, Robert Jacobson
Phone/Video: Ken Gray, Wes Henderson, and Dave Hockaday

2. Pledge of Allegiance

3. Public Participation

There was no public participation.

4. For Possible Action: Review and adoption of agenda

Comm. Jacobson moved to approve the agenda as presented. Comm. Gray seconded and the motion passed 5-0.

5. County Manager

5.a. A Workshop for Possible Action: To discuss and take public comments on Title 15 Land Use and Development Code, 2010 Lyon County Comprehensive Master Plan, 2020 Master Plan Update and operations of the Community Development Department to provide the County Manager with direction to amend or sustain current language or practices.

County Manager Jeff Page reviewed the item today is to discuss and take public comments on Title 15 and the Master Plan.

Comm. Jacobson gave a statement that he has read the public comments. He wanted to be available and open with the community to have any discussions needed. He then thanked County Manager Jeff Page.

Comm. Gray commented the lot sizes are an important item to discuss.

Comm. Hockaday stated there is more conflict with higher density areas, which then increases costs and services.

Comm. Keller asked for public participation.

Public Participation:

Don Smit reported he was not made aware of the meeting today or he would have had a presentation available. He stated there is a desire for smaller lot sizes and they have a purpose. He requested to do a presentation for the Board at another date.

Jeff Page gave a statement the development community was notified via email and anyone can sign up to receive notifications through the website for agendas.

Comm. Keller agreed the email to developers went out and she received it.

Comm. Jacobson made a statement that today is the day the developers were invited to present to the Board.

Jeff Page gave a description of the plan review process, staffing has been short, but there is a new electronic submittal process to help facilitate the workload. He stated Comm. Keller requested to get the building inspections back under Lyon County and not contracted out.

Bill Miles spoke in favor of a higher density of lots. He stated they are excellent for starter homes. He was notified through the Dayton Chamber of Commerce of this meeting.

Comm. Keller reported this meeting was brought about for the community to have designated time with not only the new Board Chair, but the Board as a whole. She commented on the diversity of needs within the County and of the different sizes.

Jeff Page reported the consultant has been updated with the requests for different lot sizes. The Master Plan has been placed on hold until all issues have been finalized and then to move forward with Title 15.

Comm. Keller asked what is conflicting with the contractors in the building process.

Comm. Gray stated a contractor gave a comment to him, they were never given any input. The problem appears to be a lack of interest to come forward to report those issues.

Jeff Page gave history of the updates of Title 15 and the extensive Board meetings to accomplish it. It has been an open process and public input has been available. The County Manager's office will take those comments and concerns.

Susan Panski gave her suggestions of flexibility with roadway widths, development standards and if it meets the intent, process of a pre-application meeting to be streamlined, the timeline shortened to have the first meeting, and improvement with the plan review process.

Barney Wadley requested more public meetings and to be notified when there are changes to Title 15. He stated the different size lots are needed.

Comm. Keller gave a clarification, the changes that began a year ago were the update on the Master Plan. The recent discussion of discussion of Title 15 will affect the Master Plan update.

Scott Keller gave a comment on the confusion with the documentation for the public's inspection. It's not easily read and understood creating a communication issue.

Comm. Henderson spoke of the need within Lyon County for different housing and for them to be placed accordingly.

Comm. Keller asked to review the driveway setbacks, and under the employment area of commercial uses within industrial.

Comm. Keller closed public participation.

6. Commissioner Comments

Comm. Keller thanked those that gave comments and joined the meeting.

7. Public Participation

There was no public participation.

8. Adjourn

Comm. Keller adjourned the meeting.

LYON COUNTY BOARD OF COMMISSIONERS

VIDA KELLER, Chairman

ATTEST

NIKKI BRYAN, Lyon County Clerk/Treasurer

The Honorable Board of Lyon County Commissioners met this day with the following present: Comm. Vida Keller, Comm. Wes Henderson, and Comm. Robert Jacobson. Called in: Comm. Dave Hockaday and Comm. Ken Gray. Also present: District Attorney Steve Rye, and County Manager Jeff Page.

1. Roll Call

Present: Vida Keller, Wes Henderson, and Robert Jacobson.
Called/Video In: Ken Gray and Dave Hockaday.

2. Invocation given by John Poundstone of Joy Church

The invocation was given by John Poundstone.

3. Pledge of Allegiance

4. Public Participation

There were none given.

5. For Possible Action: Review and adoption of agenda

Comm. Gray moved to approve the agenda as presented. Comm. Jacobson seconded and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 10:00 AM: For Possible Action: Approve a grant agreement with the State of Nevada in the amount of \$202,932.00 for the Community Development Block Grant - CV2.

Grant Administrator Erin Lopez gave a report on the Community Development Block Grant which opened up round two of the funding specifically for COVID support. The County was allotted this amount because the Silver Springs Food Pantry applied for round one funding and were funded, which put the County in this round. The Board can approve funds from the State or to Opt-Out of CDBG-CV Round #2 and the funds will revert back to the funding pool. Proposed applications will be in a public hearing before the Board of County Commissioners and if approved, forwarded to the Nevada Governor's Office of Economic Development for a recommendation of approval. Enclosed in the backup is the guide to review if an application would work within their guidelines; and the grant cycle timeline. Erin Lopez can be reached at the Lyon County Manager's office to submit an application.

Comm. Jacobson moved approve a grant agreement with the State of Nevada in the amount of \$202,932.00 for the Community Development Block Grant - CV2.

Comm. Henderson seconded.

Comm. Keller opened public comment and there was none.

The item passed 5-0.

6.b. Time Certain at 11:00 AM: For Possible Action: Receive report; consider; and possibly approve settlement agreement in Third Judicial District Court Case No. 19-CV-00812, Lyon County v. City of Fernley – concerning the Fernley Redevelopment Agency

Attorney Brad Johnston gave the Board a report on the agreement with the City of Fernley and they did approve the final draft last night. This agreement settles the litigation and for the attorneys to sign. He gave an overview of contents. He asked for final approval of the settlement.

Comm. Henderson moved to approve the settlement agreement in the Third Judicial District Court Case No. 19-CV-00812, Lyon County v. City of Fernley – concerning the Fernley Redevelopment Agency.

Comm. Gray seconded.

Comm. Keller opened public comment and there was none.

The item passed 5-0.

6.c. Time Certain at 11:30 AM: For Information Only (No action will be taken): A presentation to be given by Nevada Copper Corporation on the Pumpkin Hollow Project.

- Pumpkin Hollow Project Overview

Tim Dyer, VP, Community & Government for Nevada Copper, gave a brief overview of current operations and staff.

Chief Executive Officer Mike Ciricillo reported that in 2021 they have acquired more funding, the main shaft is constructed, the open pit is operational, and there is solar power on site.

Chief Operating Officer Dale Ekmark reported the shaft has been tested and is operational. Red Path is contracted for underground. In the future they are aiming to transition with Red Path to permanent onsite employees. The process plant is almost completed.

Human Resources Director Aubree Barnum gave an update on hiring. There are 91 fulltime employees, and 40% are local residents. Red Path has 130 employees and there are 260 additional employees onsite. There are job postings on their website, including experienced miners and supervisors to laborers or operators. They do have training opportunities. Some employees have been hired through Manpower or GMS.

Tim Dyer commented he has been collaborating with Western Nevada College and a pilot program is underway. He is hopeful to offer a training program in technology or electronics in the mining field. The property taxes debt has been approximately \$3 million dollars. There is a local security company hired for the mine.

Comm. Gray asked when at their peak how many employees will there be and where will they live?

Human Resources Director Aubree Barnum estimated 350 employees at the end of this year,. There are some employees that are commuting from outside of Yerington, living in a RV, or through rentals in shared housing.

Tim Dyer stated there is a desire for housing development.

Dale Ekmark stated after the underground is at full production, there would be 700 employees.

Jeff Page stated the property tax is split up between entities and not solely Lyon County. There is an interest from developers to acquire land to develop.

7. Presentation of awards and/or recognition of accomplishments

7.a. For Presentation Only: Present an Employee Spotlight Award to Bob Mann for his perseverance, dedication and positive attitude as a Construction and Repair Technician in the Utilities Department.

Utilities Director David Bruketta reported to the Board that Bob Man is being recognized for his contributions to the Utilities Department. Bob has been with the County for 16 years and serves as a Construction and Repair Technician, where he builds and repairs both water and sewer infrastructure. Bob is a problem solver and when tasked with a problem, he doesn't give up until he finds a solution.

The Commissioners forwarded their appreciation for his work.

8. Commissioners/County Manager reports

Comm. Hockaday reported he attended the Planning Commission meeting yesterday. It was a brief meeting and at which Planner Rob Pyzel gave an update of Title 15.

Comm. Gray gave an update of the passing of Jack Statten, Dayton resident and Mound House business owner.

Comm. Henderson reported on the CAMPO Board meeting and the NDOT rail meeting.

Comm. Jacobson stated at the City of Fernley meeting there is possibility for a Commissioner to sit on the Commission on Aging. He would be agreeable to sit on the board if optional.

Comm. Keller commented the loss of Jack Statten will be a great loss to the community.

County Manager Jeff Page stated the Governor has opened the immunization 65 and over at Walmart. The sports activities for the State have opened. Jury trials will open on Thursdays and Fridays. Dayton Justice Court is still has a challenge to find a location for jury trials. The purchase of the property is moving forward. NDEP met with Jeff Page and David Bruketta, and the 2019 restrictions will be lifting. The commission chambers is in mid-construction for the Plexiglas. There was a technical issue at the last scheduled planned Planning Commission. To avoid any OML violations the meeting was cancelled and

rescheduled. The Walker River Corridor Grant study is moving forward. The Board of Equalization meeting was cancelled.

Comm. Gray asked for the status of the waste franchise agreement, he wants to keep the draft moving forward. He requested for the information to be given to the Board for direction. He asked if the Fire District Hall can be used for the jury trials.

County Manager Jeff Page stated there is a discrepancy with the letter Waste Management sent to continue their interest in continuing the agreement. It was not received by the County Manager and he is reviewing the legality and how to move forward. He will have an agenda item placed on the agenda for the Board to give direction. The Fire District hall will need to be reviewed if the location can be used.

Comm. Hockaday stated there would likely be a need to have security measures, such as metal detectors, to conduct jury trials.

District Attorney Steve Rye commented this is an issue that is State wide.

9. Elected Official's reports

Sherriff Frank Hunewill gave the Board an update on the personnel positions that are being filled. He updated the Board that Karma the K-9 will be retiring, and Deputy Jonathan Tripp will be leaving into another district. Both Karma and Deputy Jonathan Tripp were present. A new K-9 unit will be brought in along with the others in the program.

The Commissioners thanked Deputy Tripp for his service and Karma.

The County Manager Jeff Page gave a statement to Deputy Tripp's outstanding performance and work ethic.

10. Appointed Official's reports

10.a. For Information Only: Update from the Utilities Director for February 2021 (David Bruketta).

Utilities Director David Bruketta will be delivering a letter to NDEP that will help with the development of the community. The broken pipe that was repaired has helped with the decrease in flow. There is a piping issue with manholes and they will be repaired at the contractor's expense. The old town Dayton cleaning and inspecting meetings have started, and the work will be starting soon for the next several months. The recent weather did improve the water levels, but there is still a severe drought. This effects the water usage and effects the Conjunctive Use Plan. The plan is being updated and how to manage surface water. The surface water will also effect previously discussed issues, the Rodeo center and the additional fire hydrant in Dayton. The Rodeo center waterline will cost approximately \$1.1-1.3 million, and six different easements to start the project. The location is on BLM Land and not in their service area. Other options would be reviewing possibilities with a well owned by a private party or portable water tanks. He asked for direction from the Board on what projects they want to support and fund. He gave an update on the previously discussed request for a fire hydrant. He confirmed they are up to code, but one can be installed near cemetery road. It would cost approximately \$20-25 thousand and staff can install it. He would recommend the funding to come out of supplies or Capital Projects. The Silver Springs GID repair is complete, and the Willowcreek Basin is ongoing and is currently being relined.

Comm. Gray requested options for a water, moving the location, and how much it would cost to the lease on BLM land. He requested to have an agenda item for both the Rodeo Event Center and fire hydrant. The treatment plant odor was bad and he wanted to know if there was an issue.

David Bruketta will follow up with the odor.

Comm. Henderson agreed with Comm. Gray on the rodeo grounds. He questioned the costs of the fire hydrant.

David Bruketta stated it is the approximate costs for the installation to completion. He does not know the actual cost of the hydrants itself.

Comm. Jacobson asked if the Stagecoach rodeo ground can be combined with Dayton for a joint rodeo grounds.

David Bruketta will consult with the County Manager and the Facilities Director.

Comptroller Josh Foli gave assessed valuation increases for the County at 6.2%, the City of Fernley at 4.4%, the City of Yerington at 58.2%, and Central Lyon at 4.2%. The property tax cap will be at 3% for

primary personal residence and 8% for the remaining. He stated PERS is increasing .5% for employees and 1.5% for sworn. The Consolidated Tax is estimated to increase slightly over \$600 thousand dollars next year. That is approximately a 3-4% increase for Consolidated and Property Tax. The budget meetings with the department heads will begin next week.

Chief Juvenile Probation Officer Erik Smith introduced himself and asked if the Board had any questions.

Comm. Henderson asked for a briefing presentation to be given in the future.

11. Advisory Board reports

Chairman of the Central Lyon County Parks Board Scott Keller requested if the Parks Board can be included if they would choose to move the Rodeo grounds to the other park.

CONSENT AGENDA

Comm. Gray moved to approve the consent agenda items #12.a – 16.b.

Comm. Henderson seconded.

Comm. Keller 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 Property corrections totaled \$214,576.79 and Unsecured Factual Corrections totaled \$214,576.79.

13. For Possible Action: Approve County Commission Minutes

13.a. For Possible Action: Approve the January 28, and the February 4, 2021 minutes.

The January 28, and the February 4, 2021 minutes were approved.

14. Contracts

14.a. For Possible Action: Approve a subrecipient agreement to use the Community Development Block Grant (CDBG) Funding between Lyon County and the Healthy Communities Coalition in the amount of \$167,034.

15. Grants

15.a. 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 \$3,925.

16. Other Consent Items

16.a. For Possible Action: Review and accept claims and financial reports.

The cash balance as of January 31, 2021 was \$67,641,584.52. County claims totaled \$851,012.85 and payroll totaled \$1,100,459.30.

16.b. For Possible Action: Review and accept travel claims.

Travel claims totaled as of January 31, 2021 was \$819.22.

****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 up to four (4) members to the Room Tax Board, with terms expiring December 31, 2022.

- Deborah Skinner, Application**
- Jim Kepler, Application**

Comm. Gray asked if there was another individual he said the person had faxed over his application on the twenty-first, and received a transmission report of receipt, however it is not posted here. He asked if Victor West's application was received.

Advisory Board Liaison Erin Lopez stated she had not received another application for this item. If there was a communication issue with the fax being received she was not aware of it.

Comm. Gray stated he will instruct Victor West to resend his application. He stated they could move forward today and bring back the item to include his application.

Comm. Gray moved to appoint Deborah Skinner and Jim Kepler to the Room Tax Board with terms expiring December 31, 2022.

Comptroller Josh Foli asked if in Comm. Gray's motion, if he can include the seats they are to be appointed to. Deborah Skinner is reapplying and was the Motel Operators seat. Jim Kepler could sit as the Other Commercial Interests Representative, and that would leave the Member at Large seat available. Should the applicant that was not successful with his faxed application, send it in, he could be seated there.

Comm. Gray moved to appoint Deborah Skinner as the Motel Representative and Jim Kepler as the Commercial Interests Representative, with terms expiring December 31, 2022.

Comm. Henderson seconded.

Comm. Keller opened the meeting for public comment and there was none.

The motion passed 5-0.

18. County Manager

18.a. For Possible Action: To give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto. (Requested by Comm. Keller)

County Manager Jeff Page stated there is not a current update from the consultants.

Comm. Keller asked that he review as soon as possible since there is limited time.

Jeff Page stated he will check on the status. He reported there may be a new Planner hired and if the person is hired, they will have better work flow.

Comm. Henderson asked to include an airport influence area in Title 15.

Planner Rob Pyzel replied at this time Title 15 doesn't include the language for airport influence areas. It was recommended by SHIPO and the FAA not to include them because it would require them to regulate their standards and update the code as needed. It does provide the developers a warning to comply with the FAA regulations.

Comm. Henderson asked for language to be included for the airport influence areas.

18.b. For Possible Action: address the procedures to handle media and communications from the Board of County Commissioners and County Manager. (Requested by Comm. Keller)

County Manager Jeff Page gave a report of past experiences and media relations and the importance of accuracy while communicating with the public.

Chairwoman Keller requested this item to clarify and address any issues with communication with the media and/or communications in general. The Lyon County Personnel Policy provides the authority for the County Manager, Department Directors and Elected Officials to address media issues and staff interactions.

Comm. Gray apologized to Jeff Page for the past occurrence. He also acknowledged the writer, Mr. Muth, did publish a retraction.

Jeff Page stated he respected Mr. Muth and appreciated his efforts to clear the misunderstanding. He went on to state that there are policies written for correspondence. The attached documents are Lyon County Personnel Policy addressing Employee Speech, Expression, and Social Networking, Administrative Policy and Procedure 1-6 Interaction with County Staff/Officials and Lyon County Code 1-7 County Manager.

Comm. Keller gave a comment of how the chain of events lead to the misunderstandings. She thanked Mr. Muth for his retraction.

Comm. Jacobson thanked him for the information today.

18.c. For Possible Action: Direct that Lyon County Code be amended 1.05 be amended to allow for the County Commissioners to meet in other areas of the County on a regularly scheduled basis. (Requested by Commissioner Henderson)

Commissioner Henderson requested this item. He gave examples of other jurisdictions and their meeting schedules. He commented Jeff Page would be the only employee to attend these meetings.

Comm. Keller asked if there is a code that already addresses the special meetings they have had prior in other locations.

Jeff Page replied NRS 244 allows the Board to take the meeting anywhere within the County if it is advertised two to three weeks prior. From his understanding, Comm. Henderson wants the wording to reflect the State Statute and for the location to be added into the code. His concern is meeting the requirements with technology and location space large enough to conduct these meetings. He stated the audio recording and a clerk available to travel is also in place.

Comm. Keller asked for clarification in what Comm. Henderson wants to achieve if they can be moved as needed. If they change the code, is Comm. Henderson wanting to have a set meeting in a different location permanently. At this time, she is not in favor of changing the location with COVID.

Comm. Henderson wanted to incorporate language for it to be permissible to move the meetings.

Comm. Hockaday requested for the wording to be it can be, but not a schedule or on regular basis to the location. He stated in his past experiences on a different board, when the meeting was moved, there was no attendance from the community.

Comm. Gray asked Jeff Page what technology challenges he was referring to.

Jeff Page stated there will need to be access to the network, internet, and software. Capabilities for staff or the Clerk to access the network to accomplish the administrative duties.

Comm. Gray gave his thought if there is internet then the VPN can be accessed for staff. He asked if there can be enabling language to be added of the location of anywhere within the County and that could meet the noticing requirement.

Jeff Page is cautious of the VPN signal. The Administrative Building is more secure. He answered the posting of the notification can be done for the change of location. He asked Erin Lopez what that would cost.

Administrative Assistant Erin Lopez answered it would require an approximate three weeks' notice to the paper to meet their requirement to publish for the two weeks. The cost could be under \$400.

Comm. Gray is in favor of alternating the meetings. To have a different location for the second meeting of the month.

Comm. Keller asked for Comm. Henderson to clarify what he wanted. She commented at this time, with the meetings being on held virtually through Zoom, it would be beneficial to move the meetings.

Comm. Henderson reviewed language such as Douglas County's, the board must meet in the County's seat for the first meeting of the month. They also meet in other areas, the board may meet in either or both the County seat and another location on the second meeting of the month.

Comm. Keller suggested to bring the item back after Comm. Henderson reviews proposed language with the District Attorney.

District Attorney Steve Rye gave his statement supporting this request. He stated Lyon County is unique from the other counties because the Commissioners have discussed meeting in several different locations. He recommended to the Board to develop a schedule of where they want the meetings to take place. A location could be requested with a MOU and the City of Fernley. He stated the administrative tasks should be addressed in the process, such as recording of the meeting.

Comm. Jacobson gave a recommendation to move the meetings as needed in areas of importance.

Comm. Keller gave her testament that the Board has moved the meetings as needed for importance of the situation and to allow public participation.

Comm. Gray motioned to have the County Manager work with Comm. Henderson and other affected staff and elected entities to develop language to enable the board to meet on the third Thursday at a different location.

Comm. Henderson seconded.

Comm. Keller opened the meeting for public participation.

Public comment:

Scott Keller stated there are no Advisory Boards meeting currently. There is no urgency to develop this quickly. He agreed with the three weeks' notice as mentioned before. He is in favor of having two meeting locations then move the meeting of importance to the location.

Comm. Keller closed public comment.

Comm. Gray gave a statement the issue is meetings are only moved if there is an important issue.

The motioned passed 5-0.

18.d. For Possible Action: Direct the County Manager to develop a draft ordinance to amend Lyon County Code Title 5 Chapter 3 to allow brothels to provide non sexual escort services. (Requested by Comm. Gray)

Comm. Gray requested to bring the item back to discuss the language for escort services. He is requesting for the County Manager to review amending the ordinance.

Comm. Jacobson asked the following questions, if the escorts can cross County lines, is there a safety plan, and can the County authorize this.

District Attorney Steve Rye gave a briefing to the Board on the current code and process. There are issues to be addressed. It does not appear they can do escort service outside of Lyon County, it could create a concern they can go to other counties for this service. He does not recommend to do a temporary ordinance change, when the result will be permanent. He is not in support of an escort business within the County. There is not a business process in place for licenses for an escort service within the Clerk's office. There could be an issue where only the brothel can have an escort service, where anyone could question or request one. In northern Nevada there are no escort services and that could cause a concern where they could not go to neighboring counties. The County Health Officer would need to be consulted and established. He recommended a more temporary rather than a permanent ordinance change.

Comm. Keller asked how they could declare it as a temporary change.

Steve Rye answered they could outline a resolution and tying into the existing ordinance.

Comm. Gray moved to direct the County Manager to work with the District Attorney and the Sheriff to develop language for consideration for an option by the Board of County Commissioners to allow for escort services within Lyon County.

Comm. Keller asked if he wanted an ordinance. She commented that staff is looking for direction from the Board on either an ordinance or a resolution.

Comm. Gray answered it is for staff to decide and to bring back language at their recommendation as an ordinance or a resolution. He amended his motion to include, to develop language for a potential resolution to be adopted by the Board of County Commissioners.

Comm. Henderson seconded the motion. He asked if there were other opportunities for the brothels to procure money.

Comm. Gray stated he is not sure there is another avenue for them, and they would need them to bring forward requests.

Comm. Keller opened the meeting for public participation and there was none.

The motion passed 4-1, with Comm. Jacobson opposed.

18.e. For Possible Action: Appoint a Commissioner as an alternate to the Nevada Association of Counties Board of Directors.

County Manager Jeff Page stated this is a request from Comm. Keller.

Comm. Keller confirmed she did request for an alternate. There was an instance she had an emergency and was not available to attend a meeting. Comm. Henderson was present, however he was not recognized as an alternate.

Comm. Gray moved to appoint Comm. Henderson as the alternate to the Nevada Association of Counties Board of Directors.

Comm. Jacobson seconded.

Comm. Keller opened the meeting for public comment and there was none.

The motion passed 5-0.

18.f. For Possible Action: Discussion and direction to staff and Legislative Coalition Members regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact Lyon County as may be deemed appropriate by the Board of County Commissioners.

County Manager Jeff Page gave a review of the current status of China Springs and the Innovation Zone. Both of these could create significant fiscal impacts. This is not a BDR as of yet, and he will continue to investigate the intent behind the proposed language. If their concern is addressing planning, zoning and building code enforcement separate from the County the solution already exists which is to allow them to become an Unincorporated Township with Planning and Zoning capacity. He will schedule a special meeting next week if there is a bill for the Innovation Zone for direction to the Board.

Comm. Gray gave a recommendation this is not stated on the agenda.

Comm. Keller did not agree with Comm. Gray, both topics are under bill drafts.

Comm. Gray made a motion to remain neutral at this time for the Innovation Zone bill BDR and once the bill is available to schedule a Special Meeting to discuss and confirm a position moving forward.

Comm. Henderson seconded.

Comm. Keller opened the meeting for public participation and there was none.

The item passed 5-0.

19. Utilities

19.a. For Information Only: Update from the Utilities Engineer on the status of the water and sewer projects in the Dayton / Mound House service area (Kishora Panda).

Utilities Engineer Kishora Panda gave a report on the projects in design which are the Rolling A Wastewater Treatment Facility (Phase 4 Expansion), Sewer Lift Station (2 Replacement), and the Aspen Creek Rapid Infiltration Basin. He also gave an overview on the projects in construction is the 4 Hwy 50 Water and Sewer Replacement - Phase 1.

20. Agenda Requests

There were none given.

21. Commissioner Comments

Comm. Henderson asked to have the Advisory Boards up and running. He asked for signage coming into Lyon County.

Comm. Jacobson stated he is in support of the sports activities for the youths being opened.

Comm. Keller is in support of signage for Lyon County.

Jeff Page gave a statement if there is an issue with the agenda to contact staff, so that staff has a chance to review or amend.

21. 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 a closed session.

22. Public Participation

There were none given.

23. Adjourn

Comm. Keller adjourned the meeting.

LYON COUNTY BOARD OF COMMISSIONERS

VIDA KELLER, Chairman

ATTEST

NIKKI BRYAN, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

13.a

Subject:

For Possible Action: Accept amended contract for services of independent contractor, Winona J Holloway in the amount of \$68,640, an increase of \$14,300 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).

Summary:

Financial Department Comments:

The increase will be entirely grant funded from the MOST grant.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept amended contract for services of independent contractor, Winona J Holloway in the amount of \$68,640, an increase of \$14,300 to provide behavioral Health Clinician services with the Mobile Outreach Safety Team (MOST).

ATTACHMENTS

- [-FY21 LCHS MOST Independent Contractor Support Amendment](#)

Amendment #1

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

Winona J. Holloway, LCSW
25 Baker Lane Yerington, NV. 89447
Phone: (775) 790-1928

- 1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. This is the first amendment to the original contract which details the reimbursement of service to Winona J. Holloway for participation and services provided to the Lyon County MOST team. This amendment revises the not exceed amount to \$68,640. Additional revisions include changes to the Scope of Work, Exhibit B, which increase the weekly hours from 12 to 24.
 - B. Amended Contract Language:

Exhibit A – revised
Exhibit B- revised

- 2. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

LYON COUNTY

		Chairman, Board of Lyon County
_____		Commissioners _____
Vida Keller	Date	Title

Winona J. Holloway, LCSW

	1/5/21	_____
Winona Holloway	Date	LCSW Title

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

Winona J. Holloway, LCSW
25 Baker Lane
Yerington NV, 89447
Phone: (775) 790-1928

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 July 1, 2020, subject to approval by the Lyon County Board of County Commission (anticipated to be October 15th, 2020) and expire on June 30th, 2021, 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: SPECIFICATIONS REQUESTED BY THE COUNTY;
SCOPE OF WORK

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$55.00 per hour, not to exceed \$68,640.00. 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: \$_____ 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: \$_____ 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: \$_____

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: \$_____

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 achieved 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.

Winona J. Holloway
Independent Contractor's Signature
Winona J. Holloway, LCSW

1/5/21
Date

Independent Contractor's Title
Shayla Holmes
Shayla Holmes, Director
Lyon County Human Services

1/4/21
Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Vida Keller, Board Chair
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

Amendment 1
Exhibit B

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Winona J. Holloway, LCSW. It is developed to identify the Requirements, Roles and Responsibilities for the Mobile Outreach Safety Team (MOST).

The MOST program is a jail and hospital diversion program where public safety personnel, behavioral health clinician, and case managers work in collaboration to address the behavioral health needs of people involved in, or at risk of involvement in, the criminal justice system. The MOST program is designed to divert individuals with serious mental illnesses away from criminal justice systems and emergency rooms, and into appropriate community based services and supports.

The Behavioral Health Clinician will:

- Implement MOST operational procedures developed by Lyon County.
- Provide Lyon County MOST services up to 24 hours per week.
- Partner with Lyon County Sheriff law enforcement officer for all new and high risk MOST referrals or calls.
- Attempt to make contact with all of the individuals in response to law enforcement, community calls, or referrals, per policy and procedure.
- Provide direct behavioral health services in compliance with state and federal law.
- Provide behavioral health crisis intervention, diversion, and referral services.
- Conduct behavioral health and suicide risk assessments for individuals referred to or being case managed by the MOST program.
- Conduct Mental Health Holds, apply for necessary mental health emergency admissions, and provide consultations on requirements or procedures for mental health emergency admissions in accordance with NRS 433A.
- Make and coordinate referrals to behavioral health programs and other community-based services and supports, per policy and procedure.
- Coordinate and collaborate with MOST team members and local community agencies to connect individuals to identified services.
- Collect, record, and report timely data identified within the MOST operational procedures, by the MOST Program Coordinator, and by the Lyon County Public and Behavioral Health Executive Committee.
- Provide behavioral health recommendations to develop, implement and monitor of MOST Service Plans.
- Provide consultations and trainings on topics relating to persons with mental illness.
- Provide information and marketing material at specified community events and to appropriate community partners.

Amendment 1

Exhibit B

- Participate in professional trainings as identified by MOST Program Coordinator, as requested by grantor.
- Participate in MOST committee efforts through the Lyon County Public and Behavioral Health Task Force whenever possible
- Submit an invoice for reimbursement to Lyon County Human Services for payment submission on a bi-weekly basis, no later than the 10th of each month for the prior month.

Considerations:

Payment for services will be provided through grant funding received from the State of Nevada and is subject to ongoing receipt of funding and continued request for LCSW support services.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

13.b

Subject:

For Possible Action: Approve a request for the Sheriff to sign an agreement with Guardian Alliance Technologies Inc. This agreement is designed to aid the Sheriff's Office in conducting background checks for prospective employees. The agreement has no cost up front and is only paid for on an as needed basis.

Summary:

The Lyon County Sheriff's Office is continually working on means and methods to speed up daily activities. The attached agreement is with a company that can assist us in completing more complete backgrounds in timely manor saving investigator hours. We can achieve while still being financially responsible. We only pay for the service when we use it at rate of \$102.00 per applicant. Since there is no direct contract cost we are asking permission from the Board to have the Sheriff sign the agreement.

Financial Department Comments:

The Sheriff should have sufficient existing budget to cover this.

Approved As To Legal Form:

County Manager Comments:

Recommend approval. LCSO needs ability to speed up hiring process

Recommendation:

Approve a request for the Sheriff to sign an agreement with Guardian Alliance Technologies Inc.

ATTACHMENTS

- - [On-line background contract for Sheriff's Office](#)



FEATURE ACTIVATION AGREEMENT CREDIT REPORT SERVICES, PRICING, AND FCRA

This **AGREEMENT**, made as of the date reflected in the Customer Signature section on page 3 below (the “Effective Date”), is between Guardian Alliance Technologies, Inc. (“Guardian”) and the company identified in the table below (Customer).

Customer Name (hereinafter referred to as “Customer”)

Officer or Authorized Representative Name and Title

with an address of

Street Address, City, State, Zip

Whereas, Guardian is an authorized Reseller of a “Credit Reporting Service” which is provided through the use of a technology platform developed, owned and operated by Nationwide Screening Services, Inc., a New York Corporation located at, 501 Madison Avenue, 10th Floor, New York NY 10022. National Screening Services is a third-party beneficiary of this Agreement and is sometimes referred to herein as “NSS”.

Whereas, the Credit Reporting Service can be used through existing Guardian Software Platform (the “Guardian Platform”) accounts as an “Integrated Service”, thereby making it an embedded Feature of the Guardian Platform.

Whereas, Customer is a current User of the Guardian Platform and wishes to activate the Credit Reporting Service Feature for use by its Authorized Users in accordance with all Terms and Conditions outlined herein.

A G R E E M E N T

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. **Guardian Platform Agreement.** All of the Terms of Service associated with Customer’s use of the Guardian Platform remain in full force and effect. If there are any contradictions between the Platform Terms of Service and this Agreement, the Terms of this Agreement shall prevail.
2. **Activation.** By entering into this Agreement, Customer hereby requests that the Credit Reporting Service Feature be activated within their Guardian Platform Account for use by Customer’s Authorized Users, subject to the pricing and payment terms outlined herein.
3. **No Obligation.** Customer is under no obligation to use the Credit Reporting Service Feature. Upon entering into this Agreement, Guardian shall make the Credit Reporting Service Feature available for Customer’s use on an On

Demand basis. In the event that Customer does not use the Credit Reporting Service Feature the Terms of this Agreement will be of no force or effect. If the Customer uses the Credit Reporting Service Feature, the Fees and Payment terms outlined in Section 4 and 5 herein shall apply.

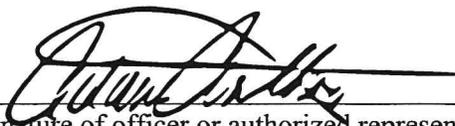
4. **Fees.** The price for the Credit Reporting Service is \$12.00 per Credit Report ordered.
5. **Payment Terms.** Customer will be invoiced at the end of each calendar month for all use of the Credit Reporting Service Feature during the previous calendar month. Invoices will be due upon receipt. Invoices shall be considered past due after 45 days from issuance.
6. **Failure to Pay/Customer Conduct.** Guardian reserves the right to deactivate the Credit Reporting Service Feature if any payment is not received within 60 days of the invoice date.
7. **Data Supplier.** The term "data supplier" is used in Exhibit A to refer to any organization that provides data pursuant , it is mutually understood that this term refers to NSS and any other third parties that NSS utilizes in the fulfillment of its obligations to Guardian pursuant to the agreement between NSS and Guardian.
8. **FCRA Compliance.** Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act ("FCRA") and any applicable state and local consumer reporting laws, in connection with its use of the Credit Report Service Feature and agrees to comply with all Terms of the Fair Credit Reporting Agreement attached hereto as Addendum 1.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date reflected below in the Customer signature block (the "Effective Date").

Customer:

Guardian Alliance Technologies, Inc.:

Signature of officer or authorized representative



Signature of officer or authorized representative

Print Name

Title

Adam Anthony

COO

Print Name

Title

Effective Date

ADDENDUM 1

FAIR CREDIT REPORTING AGREEMENT

This Agreement, made as of the date reflected in the Signature fields on pages 3 and 5 (the “Effective Date”) is hereby made between **Guardian Alliance Technologies, Inc.**, having an address of 11 S. San Joaquin St., 8th Floor, Stockton, CA 95202 (hereinafter referred to as “GAT”), National Screening Services LLC dba **Nationwide Screening Services, Inc.**, a New York Corporation, (hereinafter referred to as “NSS”) with an address of 501 Madison Avenue New York, NY 10022, and

Customer Name (hereinafter referred to as “Customer”)

Officer or Authorized Rep Name and Title

with an address of

Street Address, City, State, Zip

The Parties Hereby Agree as follows:

1. **PERFORMANCE.** Following the effective date above and throughout length of service, Guardian, their agents, and data suppliers will exercise their best efforts to deliver consumer data and related services requested by Customer in an expeditious and efficient manner but they shall have no obligation or liability to Customer for any delay or failure of Guardian, its agents, or data suppliers in performance of services under this Agreement.
2. **CONFIDENTIAL TREATMENT.** Under no circumstances will Customer disclose the information provided by Guardian, NSS, their agents, or data suppliers under this Agreement to any person other than the consumer for whom the consumer information was drawn. Under no circumstances will Customer resell to any person, the consumer information provided by Guardian, NSS, their agents, or data suppliers. All parties hereby acknowledge that the Services and/or data provided any party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in this Agreement or in any Addendum. The FCRA and other Federal and State Laws concerning Consumer Privacy, as well as the Credit Reporting Industry, regulate Credit Reporting Agencies such as NSS, its agents and data suppliers. In accordance with those requirements, Guardian, NSS, their agents, and data suppliers will not disclose either directly or indirectly to any person, firm or corporation, information of any kind, concerning matters affecting or relating to the business of its Customers or consumers unless the information is already in the public domain or disclosure is permitted or required by law.
3. **COMPLIANCE WITH LAWS.** All parties agree to comply with all federal, state and local laws, rules and regulations applicable to each party’s receipt and use of data provided to the other. Guardian reserves the right to revise the terms, conditions or pricing under this Agreement, any Addendum and/or the Services (including without limitation the right to withdraw or restrict affected data) to meet any requirement imposed by federal, state or local law, rule or regulation, or to address matters concerning privacy and confidentiality, following reasonable notice to Customer.
4. **FCRA REQUIREMENTS.** The Fair Credit Reporting Act affects you as a user of information. You can review a copy of the FCRA at <http://www.ftc.gov/os/statutes/fcrajump.htm>. You and your employees should become familiar with the entire Federal Credit Reporting Act including the Fair and Accurate Credit Transaction Act of 2003 and the Financial Literacy and

Education Improvement Act. Guardian and NSS strongly endorse the letter and spirit of the FCRA. We believe that these laws and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce. In addition to the FCRA, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate. Please log onto www.ftc.gov for more information.

5. **NEGATION OF LIABILITY.** Guardian, NSS, their agents, and data suppliers shall exercise their best efforts to furnish to Customer reliable data, but Guardian, NSS and their agents do not and cannot guarantee the correctness or completeness of such consumer data. Neither Guardian, NSS, their officers, employees, agents, or data suppliers shall be liable to the Customer for any claim, injury or damage as a consequence of furnishing such data.
6. **CUSTOMER'S INDEMNIFICATION.** Customer shall indemnify, and hold Guardian, NSS, their agents, and data suppliers harmless from and against any and all costs and liabilities which may be asserted against Guardian, NSS, their agents, and data suppliers based upon the improper use by Customer of consumer data furnished to Customer by Guardian, NSS, their agents, and data suppliers or as the result of Customer's failure to comply with the obligations required under applicable federal and state law concerning credit reporting.
7. **CUSTOMER'S CERTIFICATION.** Customer hereby certifies to Guardian that consumer reports will be obtained and used exclusively for screening prospective employees and that Customer will comply with the following provisions:
 - a. Customer may not procure a consumer report without the advanced written permission of the consumer.
 - b. In addition, Customer may not procure a consumer report or cause a consumer report to be procured, for employment purposes, with respect to any consumer unless:
 - i. a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - ii. the consumer has authorized in writing the procurement of the report by the Customer.
 - c. In using a consumer report for employment purposes, **before** taking any adverse action based in whole or in part on the report, Customer shall provide to the consumer to whom the report relates:
 - i. a copy of the report; and
 - ii. a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights") as Exhibit 1.
 - d. After taking any adverse action based in whole or in part on the report, Customer shall provide to the consumer to whom the report relates:
 - i. oral, written, or electronic notice that adverse action has been taken based in whole or in part on a consumer report received from Guardian; and
 - ii. the name, address, and telephone number of Guardian along with a statement that Guardian did not make the decision to take the adverse action and cannot provide the consumer specific reasons why the adverse action was taken; and
 - iii. oral, written, or electronic notice of the consumer's right to obtain a free copy of a consumer report from Guardian and may dispute the accuracy or completeness of any information furnished in the report.
 - e. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
 - f. Customer agrees to retain the consumer's written authorization for a period of five years. From time to time Guardian may request proof of the consumer's written authorization as part of its compliance auditing procedures. Customer agrees to comply with such requests.

g. If the applicant is a resident of CA, OK, or MN and requests to receive a copy of the completed consumer report, Customer agrees to provide a copy of the completed report to the applicant. For the convenience of the Customer, the sample release provided by Guardian includes a check box allowing an applicant with residency in these states to request a copy of the report.

8. ACCESS SECURITY REQUIREMENTS. We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing the Services under this agreement, you agree to the following security provisions:

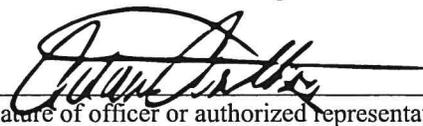
- a. Make all employees aware that your company can access consumer information **only** for the purpose of screening prospective employees. **You or your employees may not access your own reports, as this does not constitute a permissible purpose.** Nor should you or your employees access the report of a family member or friend unless it is for employment screening purposes.
- b. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. System access software must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Do not discuss your account number and password by telephone with any unknown caller. Restrict the ability to obtain consumer reports to only personnel that require this information. Place all terminal devices used to obtain consumer reports in a secure location within your facility.
- c. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer reports; secure hard copies and electronic files of consumer reports.
- d. Shred or destroy all hard copy consumer reports when no longer needed. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.

- SIGNATURE PAGE FOLLOWS -

Customer:

Guardian Alliance Technologies, Inc.:

Signature of officer or authorized representative



Signature of officer or authorized representative

Print Name Title

Adam Anthony COO

Print Name Title

Date

Nationwide Screening Services, Inc.:



Signature of officer or authorized representative

Lorenzo Pugliano CEO

Print Name Title

Exhibit 1 – FCRA Rights

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer-reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer-reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer-reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer-reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer-reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks)except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision* Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

*Office of Thrift Supervision now a division of Office of the Comptroller of the Currency

Customer:

Signature of officer or authorized representative

Print Name

Title

Nationwide Screening Services:



Signature of officer or authorized representative

Lorenzo Pugliano CEO

Print Name

Title

EFFECTIVE DATE

Guardian Alliance Technologies, Inc.:



Signature of officer or authorized representative

Adam Anthony

COO

Print Name

Title

Platform Activation Agreement

This Platform Activation Agreement (“**Agreement**”) is made as of the “Effective Date” as set forth on page 4 hereof, by and between Guardian Alliance Technologies, Inc. (“**Guardian**”), located at 11 S. San Joaquin St., 8th Floor, Stockton, CA 95202, and:

Customer Name (hereinafter referred to as “Customer”)

Officer or Authorized Representative Name and Title

with an address of

Street Address, City, State, Zip

WHEREAS, Guardian has developed a cloud-based software platform (the “Guardian Platform”) for use by law enforcement agencies in performing employment related background investigations; and

WHEREAS, Guardian has integrated Social Media Screening functionality into the Platform, the technology for which is provided by Fama Technologies, Inc. Fama is a third-party beneficiary of this Agreement; and

WHEREAS, the Customer desires to utilize the Platform, and Guardian desires to provide the Platform to the Customer pursuant to the terms and conditions of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises and covenants contained herein and the foregoing recitals, which are hereby incorporated into this Agreement, the Parties agree that the Terms of this Agreement shall govern Customer’s of the Services as defined herein:

1. DEFINITIONS.

- 1.1 “**Account Administrator**” means an individual responsible for authorizing and managing all activity occurring under the Customer’s Account.
- 1.2 “**Authorized User**” means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the Customer.
- 1.3 “**Terms of Service**” means, collectively, the [Guardian Terms of Service](#) and [Guardian Privacy Policy](#). The Terms of Service may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respectively.
- 1.4 “**Social Media Screening**” means the collection of publicly available online Applicant information through the use of web-based software as a service software application, owned by Fama Technologies, Inc. For the purpose of this Agreement, Social Media Screening is referred to as an “Integrated Service”.
- 1.5 “**OnDemand Services**” means services available through the Platform, which are available for a fee.

2. **FCRA Compliance.** Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act (“FCRA”) and any applicable state and local consumer reporting laws, in connection with its use of the Screening Service, if applicable.

3. **Scope of Services.**

3.1 **Activation.** By entering into this Agreement, Customer hereby requests that Guardian establish and activate a Customer Account on the Guardian Platform for use by Customer and its Authorized Users.

3.2 **Free and OnDemand Features.**

(a) Certain features of the Guardian Platform are complementary (free for all to Users). Other features are available on an OnDemand basis and if/when Customer uses these features, a fee will be charged to Customer. Current OnDemand Features include:

(i) Investigation Processing

(ii) Social Media Screening

(b) Customer is under no obligation to use the OnDemand Features. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Processing Services and Screening Services available for Customer’s use on an OnDemand basis subject to the Fees set forth in Section 3.3 herein.

3.3 **Fees.**

(a) Investigation Processing - \$50 per investigation assigned to an investigator.

(b) Screening Service - \$40 per screening.

3.4 **Payment Terms.** Customer will be invoiced at the beginning of each calendar month for all use of the Investigation Processing and Screening Service features during the previous calendar month. Invoices will be due upon receipt. Invoices shall be considered past due after 45 days from issuance.

3.5 **Failure to Pay/Customer Conduct.** Guardian reserves the right to deactivate Customer’s access to the Platform if any payment is not received within 60 days of the invoice date.

3.6 **Late Fee.** Guardian reserves the right to charge a late fee of 1.5% per month on all invoices not paid within 60 days of issuance.

3.7 **Additional Authorized Users.** The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on Customer’s behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

3.8 **Security.** Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

3.9 **Terms of Service.** By accessing and using the Services, Customer agrees to be bound by the Guardian Terms of Service. To the extent that any of the provisions of the Guardian Terms of Service differ from any of the provisions contained in this Agreement, the provisions contained herein shall supersede.

4. **Whitelist.** Customer hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:

- (a) guardian.network
- (b) www.guardianalliancetek.com
- (c) www.guardianalliancetechnologies.com

(Note: Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by “whitelisting” all Guardian domains.)

5. **Intellectual Property Infringement.** Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against customer to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against customer in any claim, suit or proceeding or agreed to in settlement. Customer will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for customer the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by customer for the services or the affected part thereof (if any). Guardian will have no liability under this section 5 to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section 5 states Guardian’s entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.
6. **Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
7. **Amendment.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.
8. **Marketing.** Guardian may use Customer’s name as part of a general list of Customers and may refer to Customer as a user of the Services in its, general advertising and marketing materials.
9. **Invoicing Contact Information.**

Key contact for invoicing	
Email address for invoicing	
Phone number for invoicing	
Customer Address for Invoicing (if different from above)	

IN WITNESS WHEREOF, the parties are causing this Platform Activation Agreement to be executed by their duly authorized representatives.

Customer:

Guardian Alliance Technologies, Inc.:

Signature of officer or authorized representative

Signature of officer or authorized representative

Print Name Title

Adam Anthony COO

Print Name Title

Effective Date

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

13.c

Subject:

For Possible Action: Approve a landscape contract with T&T Lawns Plus for Mar 4, 2021 to November 30, 2021 for a total of \$145,800.

Summary:

This contract includes all parks and open areas in Lyon County. This was the only bid received for the Landscaping Scope of Work.

Financial Department Comments:

This is an increase of \$25,638 over the previous contract. It can be covered with the existing budget, but will require an increase in the budget for next fiscal year.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Landscape Contract with T&T Lawns Plus for Mar 4, 2021 to November 30, 2021 for a total of \$145,800.

ATTACHMENTS

- - [County Contract for Landscape Budget 2021-2022](#)
- - [Bid for Landscaping](#)

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, 2021, subject to approval by the Lyon County Board of County Commission (anticipated to be March 4, 2021), and expire on November 30, 2021 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 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 \$145,800 not to exceed \$145,800. 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:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$1,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$1,000,000.00</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	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 achieved 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 mult century 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.

Independent Contractor's Signature

Date

Independent Contractor's Title

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

Lyon County Landscape Maintenance Scope of Work

This contract would include all parks and open areas 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 Advertising Injury
- \$1,000,000.00: Each Occurrence
- \$1,000,000.00: Business Automobile Liability/each occurrence

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 outline. 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, horse manure, 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.

Aeration & Dethatching: All turf areas will be aerated with a core aerator once per season. Athletic fields are to be aerated after the playing season is over.

Weed Control: All turf areas will be sprayed for the control of broadleaf weeds, as needed. The cost will be included in this contract.

Leaf removal: All leaves will be removed from property in the late fall. Leaves will be removed from all bed areas and turf areas.

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 walks, curbs, decks and other areas will be done on a bi-weekly basis through the use of a steel bladed edger. Remove debris resulting from edging.

Bidder: T3T LAWNS PLUS

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 bind weeds from growing into bushes and shrubs.

Tree & Shrub Care: Contractor shall contact the County if trees or shrubs are in need of pruning

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 workmanlike manner at all times. Contractor is expected to provide adequate supervision. Experienced and qualified personnel will be used for specialized task such as pruning, and irrigation repair and pesticide application.

Lawn/Grounds keeping Pricing

Central Lyon County

Silver City - 265 High St., Silver City	\$ <u>350</u> /month
Santa Maria Park - 212 Toscana Dr., Dayton	\$ <u>1020</u> /month
Pioneer Park - 5400 Shoshone, Stagecoach	\$ <u>460</u> /month
Penny Park - 1355 Donner Trl., Silver Springs	\$ <u>500</u> /month
Patriot Park - 1212 Daffodil Dr., Dayton	\$ <u>710</u> /month
Our Park - 370 River St., Dayton	\$ <u>560</u> /month
Mark Twain - 121 E. Roughing It Rd., Dayton	\$ <u>3,110</u> /month
Como Park - 250 Dayton Valley Rd., Dayton	\$ <u>3,065</u> /month

Yerington

LC Administration Building - 27 S. Main St., Yerington	\$ <u>955</u> /month
LC Justice Complex - 911 Harvey Ln., Yerington	\$ <u>1,110</u> /month
LC Hwy 95A Rest Stop - Hwy 95A N., Yerington	\$ <u>450</u> /month
LC Fairgrounds Turf (2 locations) - 100 Hwy 95A East, Yerington	\$ <u>750</u> /month

Fernley

Lyon County Justice Complex - 565 E. Main St., Fernley	\$ <u>800</u> /month
Lyon County Senior Center Fernley - 105 Lois Ln., Fernley	\$ <u>410</u> /month

Smith Valley

Dressler Park - 2715 Hwy 208, Smith Valley	\$ <u>1,950</u> /month
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Total for services & materials	\$ <u>16,200</u> /month
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Total of Contract: 9 months	\$ <u>145,800</u> /Total
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Any questions, please contact Facilities Director Doug Homestead at (Office) 775-463-6551 x1228 or (Cell) 775-781-0851.

Bidder: TBT LAWNS PLUS
 Address: 1630 PITTMAN AVE.
 City, St, Zip: SPARKS, NV 89431

Signature: [Signature]
 Date: 2/18/2021



Lawns Plus

Landscape Maintenance & Installation

1630 Pittman Ave.
Sparks, NV 89431

(775) 424-4168

NV C-10 #78726 – Limit \$245,000

NV C-18 #81028 – Limit \$100,000

2021 Reference List

Washoe County Buildings & Grounds:

Location: All Washoe County complexes in the Reno/Sparks area.

Scope of work: Landscape maintenance to county properties.

*Washoe Co. Jail, Libraries, Courts, Humane Society, etc.

Contract amount: \$193,704.00 yr.

Contact: Scott Martin, Facilities Director 775-328-2137

Lincoln Military Housing:

Location: US Naval Air Base Fallon, NV

Scope of work: Landscape maintenance to housing complexes/base facilities.

Contract amount: \$138,360.00 yr.

Contact: Kevin Judah, Facilities Director 406-471-1644

Vista HOA:

Location: Vista & Los Altos Pkwy Sparks, NV 89436

Scope of work: Landscape maintenance to large HOA.

Contract amount: \$141,343 yr.

Contact: Dave Stefin Vista HOA President 775-722-3304

*Additional available upon request.

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

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

T & T LAWNS PLUS LLC

Licensed since February 11, 2014

License No. **0078726**

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

PRINCIPALS:

JUAN TISCARENO, Member, QI

C-10 Landscape Contracting

LIMIT: **\$245,000**
EXPIRES: **02/28/2022**



Chair, Nevada State Contractors Board



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

6 City, state, and ZIP code
Sparks, NV 89432

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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

				-			-				
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OR

Employer identification number

9	0	-	1	1	3	4	1	1	9
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ 1/8/2021

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 4, 2021

Agenda Item Number:

14.a

Subject:

For Possible Action: Approve Intrastate Agreement between the State of Nevada Department of Health and Human Services, Division of Welfare and Supportive Services and the Lyon County District Attorney for the Social Security IV-D Child Support Services and grant funding for the period July 1, 2021 to June 30, 2025.

Summary:

The Lyon County District Attorney, Child Support Division, contracts with the State of Nevada to provide child support services in Lyon County. The State of Nevada and Lyon County receive grant funding for the program. The Social Security Act IV-D program pays 66% of authorized expenditures for the child support program. The County provides the remaining funds to operate the program. Lyon County has provided these services for many years through the District Attorney's Office. This agreement sets forth various requirements related to Lyon County's participation in the program.

Financial Department Comments:

This is an existing grant that is recorded in the General Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Intrastate Agreement with the State of Nevada Department of Health and Human Services, Division of Welfare and Supportive Services

ATTACHMENTS

- - [2021-2025 Interlocal Agreement Child Support](#)

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

Lyon County District Attorney, Child Support Division
31 South Main Street
Yerington, Nevada 89447

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests 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 appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective: **July 1, 2021 (subject to Board of Examiners' approval) to June 30, 2025**, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. The Contract may be terminated or not renewed by either party prior to the date set forth in paragraph (3), pursuant to NRS 425.375(2). Each party remains fully responsible for their performance under the terms of this contract during that time period. The parties expressly agree that this contract may be terminated immediately if for any reason DWSS, State and/or Federal funding ability to satisfy this Contract is withdrawn, limited, or impaired. All property purchased partially or fully with CSEP federal funds as indicated on the most recent inventory plus purchases in the interim time period will be disposed of in full compliance with federal laws, rules and regulations.
5. NOTICE. 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 address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT A: SCOPE OF WORK
- ATTACHMENT B: BUDGET AND REIMBURSEMENT SCHEDULE
- ATTACHMENT C: PENALTY/NOTICE/APPEAL PROCESS
- ATTACHMENT D: POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS
- ATTACHMENT E: INCENTIVE PAYMENTS
- ATTACHMENT F: CASE RESPONSIBILITIES
- ATTACHMENT G: INDIRECT COST RATE
- ATTACHMENT H: IRS SAFEGUARDING CONTRACT LANGUAGE
- ATTACHMENT I: FEDERAL LAWS AND AUTHORITIES
- ATTACHMENT J: SUBRECIPIENT FEDERAL AWARD FUNDING

7. CONSIDERATION. LYON COUNTY through the District Attorney's Office agrees to provide the services set forth in paragraph (6) at a cost of actual per invoice with the total Contract or installments payable monthly, not exceeding \$2,450,068; with the anticipated annual cost of \$594,500 for FY22, \$606,365 for FY23, \$618,442 for FY24, and \$630,761 for FY25 (the approved annual budget). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. 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 expressly provided.

9. INSPECTION & AUDIT.

- a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
- b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, 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 where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, 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.
- c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. 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 but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. 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.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. 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.

16. 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.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, 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 this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

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

21. 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 and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. 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. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT 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, approved by the State of Nevada Office of the Attorney General.

[This section intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

_____ Signature	_____ Date	_____ Chairman, Lyon County Commissioner Title
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_____ Signature	_____ Date	_____ Clerk, Lyon County Title
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_____ Stephen B. Rye	_____ Date	_____ District Attorney, Lyon County Title
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_____ Steve H. Fisher	_____ Date	_____ Administrator, Division of Welfare and Supportive Services Title
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_____ Richard Whitley	_____ Date	_____ Director, Department of Health and Human Services Title
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APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

_____ Deputy Attorney General for Attorney General	On: _____ Date
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ATTACHMENT A

SCOPE OF WORK

The grant award from which this contract is paid is from the Child Support Enforcement, Catalog of Federal Domestic Assistance (CFDA) number 93.563. The federal agency that provides this grant is the Administration for Children and Families, Department of Health and Human Services. The expenditure of funds under this program are subject to the annual audit requirements under the Super Circular 2 CFR part 200, subpart F (Audit Requirements). Super Circular 2 CFR part 200, subpart F states in part: non-federal entities that expend \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provision of this part.

If sub-recipients are used for the execution of this contract, the DA must notify the sub-recipient of the above information.

The following acronyms/definitions are used throughout the attachments to this contract:

Chief	Chief of Child Support Enforcement
CFR	Code of Federal Regulations
CSEP	Child Support Enforcement Program
DA	District Attorney
DHHS	State of Nevada, Department of Health and Human Services
GSA	U.S. General Services Administration
DWSS	Division of Welfare and Supportive Services
Federal Funds	Federal Financial Participation & Child Support Incentive Fund Payments
FTI	Federal Tax Information
GASB/GAAP	Government Accounting Standards Board/Generally Accepted Accounting Principles, and used as applicable.
IV-D	Social Security Act, Title IV, Part D
NOMADS	Nevada Operations of Multi-Automated Data Systems
OCSE	Federal Office of Child Support Enforcement
OMB	Office of Management and Budget
PAO	Program Area Office for the Child Support Enforcement Program
PA	Public Assistance Cases
SDU	State Disbursement Unit
State	State of Nevada
TANF	Temporary Assistance for Needy Families

I. The County Agrees:

- A. To allocate funds for the provision of services contracted in this Contract with the understanding that federally recognized administrative costs shall be reimbursed and incentive payments shall be paid by DHHS-DWSS, at the level authorized by Congress for Title IV, Part D, of the Social Security Act IV-D.
- B. To assure that funding levels allow for an organizational structure and sufficient staff to fulfill child support enforcement functions as outlined in this Contract.
- C. Any federal penalties and interest assessed by a federal agency against the State of Nevada may be shared between the County and the State based upon their relative responsibility.
- D. Any federal financial penalties assessed to counties may be appealed as outlined in Attachment C. No recovery is to occur prior to exhausting the appeal process. Upon exhausting the appeal process, if it is determined the County is responsible for repayment, reasonable notice will be provided indicating the method by which the penalty will be recovered.
- E. To have in place and maintain accounting standards and systems consistent with uniform accounting procedures prescribed by federal and state requirements. These standards must conform to GASB and/or GAAP as applicable and as established by the American Institute of Certified Public Accountants.
- F. To maintain accounting and fiscal record keeping systems sufficient to ensure that claims for available funds are submitted in accordance with applicable state and federal requirements and retain such records as required by applicable state and federal regulations.
- G. To have policies and procedures to ensure timely tracking and monitoring of expenditures compared to budgeted/allocated amounts.
- H. To ensure building facilities providing child support services are accessible to individuals with disabilities and identified by the international symbol of accessibility or provide services at an alternate accessible site when structural modifications are not practical.
- I. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.

II. The District Attorney Agrees:

- A. NRS 425.370 and 425.380(1) require counties to provide child support enforcement services for local applicants. Under this Interlocal Contract the county offices will receive the approved federal reimbursement for providing IV-D services for these local cases, intrastate and interstate cases as defined under 45 CFR 304.20. All services performed by county staff shall be approved IV-D services. Federal reimbursement for services under this section is subject to all federal statutes and regulations regarding the IV-D program. Also any records relating to these services shall comply with requirements of federal statutes, regulations as well as this Interlocal Contract and the attachments contained herein.
- B. Cases will be assigned to the County based on Attachment F.
- C. To provide services to any case, prepare and maintain procedures and records in accordance with Title IV, Part D of the Social Security Act, federal regulations and policy, as maintained by OCSE, state statutes, regulations and DWSS policies, policy transmittals, policy & procedures and regulations including but not limited to establishing paternity, establishing a support obligation, and/or the enforcement of a support obligation, and/or to establish or enforce medical support.
- D. To input IV-D child support information, orders and accurate balances into the statewide computer system. The responsibility for errors and the related cost of those errors, if they can be determined with substantial certainty to be county error, will be reimbursed by the County through reduction of federal financial participation. The notice of appeal process is outlined in Attachment C.
- E. To process all undistributed collections within the DA's control, as set forth in the federal regulations.
- F. To follow policy, review and make reasonable efforts to ensure orders and balances are accurate prior to transferring from one office to another.
- G. To provide for the administration and management of CSEP within the county and any other county cases that may be assigned to the DA, contained in Section II, Part B.
- H. To act as the coordinating agency within the county to assure compliance with the management requirements of this Contract, and to submit all claims for reimbursement in accordance with Attachment B.
- I. To use the federal/state mandated forms required by the program. The Counties may develop forms consistent with state and federal IV-D requirements for local use.
- J. To permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases and accounting records that are subject to this Contract; to provide all requested information within their possession and control during the

complete audit process; and to develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that place their office out of compliance with this Contract, federal statutes or regulations, or state statutes or regulations, to the extent that the noted exceptions are unique to the local office; and to assist in the development of corrective action plans by the State and to implement said plans to the extent that the noted exceptions are systemic throughout the state. Audit reports include federally mandated self-assessment reviews, financial audits, and other audits, reviews or studies authorized by the Chief. If requested information is not provided and/or corrective action plans are not submitted in a timely manner, federal and state reimbursements and/or incentive payments may be withheld until requested information and/or acceptable corrective action plans are submitted and approved.

- K. To participate in the State Child Support Enforcement Annual Strategic Planning process.
- L. To send staff to state or national conferences on child support issues, training workshops, classes or discussion groups on child support issues, as determined by the county's or state's needs which include but are not limited to management, attorneys and case managers. Additional staff will be allowed and encouraged to attend these training conferences, based on the need for representation in the different program areas.
- M. To comply with federal statutes, federal regulations, state statutes, state regulations and program policies established by the Chief to the extent they do not violate the U.S. Constitution or Nevada Constitution.
- N. To notify the Chief within five (5) working days of any known appeal or writ of a child support action to the Nevada Court of Appeals or the Nevada Supreme Court.
- O. To provide a copy of the Employee Performance Bond with the annual budget request to the State.
- P. To notify the Chief of all ordinances, policies, and state legislation proposed by the county that may have an impact on CSEP.
- Q. To assure that persons responsible for handling cash receipts of child support collections do not participate in accounting or operation functions which would permit them to conceal in the accounting records the misuse of child support receipts.
- R. To assure compliance with Title IV-D performance standards as identified in 45 CFR 302 and 303, except for those duties assigned to SDU.
- S. To assist the DWSS in publicizing the program in compliance with 45 CFR 302.30.
- T. To present IV-D cases in court proceedings in accordance with Attachment F, including but not limited to, federal court, bankruptcy court, family court or any

other hearing or administrative processes regarding child support issues concerning these cases.

- U. To assist with inquiries including those generated by the governor's office, the administrator's office or other government official's office, if the information being sought is not in the automated system, by responding to inquiries within two (2) business days.
- V. To notify DWSS of negotiations of proposed settlements in active or former public assistance cases and refrain from entering into compromises or settlements of debts to the State, until approved by the State as outlined in state policy.
- W. To notify and obtain prior approval of the Chief pursuant to 2 CFR Part 200 for the purchase of any type of system technology to process child support cases for which CSEP federal funds are being sought or reimbursement will be denied.
- X. To lodge any disagreements with draft policy or forms in compliance with Attachment D.
- Y. To maintain an ongoing inventory of all county equipment purchases with an individual unit cost as defined in the State Administrative Manual, Chapter 1500, and where CSEP federal funds were used.
- Z. To maintain inventory items for the full duration of its useful life, as defined by state budgeting procedures, OMB circular A-87, and Subpart G of 45 CFR, Part 95. The approval of the Chief must be secured if use of the item is intended to be transferred outside the responsibilities of CSEP or the item is to be excessed before the end of its useful life.
- AA. To support DWSS, local hospitals and birthing centers to improve paternity establishment percentages in accordance with policy.
- BB. To comply with Americans with Disability Act and all regulations adopted pursuant thereto.
- CC. To comply with federal requirements pertaining to limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and 45 CFR 80.
- DD. To comply with state policy regarding Administrative and Civil Rights complaint procedures.
- EE. To agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - (a) Any federal, state, county or local agency, legislature, commission, council or board;
 - (b) Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - (c) Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

Nothing in paragraph one (1) above precludes a county from providing outreach activities or education pursuant to federal law and guidance documents issued by OCSE.

- FF. To comply with current federal requirements pertaining to safeguarding and maintaining the confidentiality of federal tax information in accordance with the Internal Revenue Code and Internal Revenue Service Publication 1075 including Exhibit 7 of IRS Publication (Attachment H).

III. The Division Agrees:

- A. To provide statewide administration and secure compliance for all IV-D functions under the State Plan.
- B. To provide services through the Nevada Central Registry per 45 CFR 302.36, including receiving the interstate referral packet, reviewing the documents, entering case information into the automated system, requesting any additional information needed from the referring state agency, and forwarding the referral packet to the appropriate county within the time frames set forth in 45 CFR 303.7.
- C. To receive, distribute, and disburse payments through SDU in accordance with state and federal requirements.
- D. To provide the required services for non-IV-D cases, including accurately entering the case information into NOMADS for Federal Case Registry, the correct receipt and timely disbursement of payments, and prompt handling of case inquiries.
- E. To coordinate with county staff regarding complaints or clarifying federal/state policy in a timely manner. Requests for payment information or case status may be referred to the voice response unit or to the appropriate office.
- F. To provide parent locate services per 45 CFR 302.35.
- G. To provide complete, accurate and timely federal reports and self-assessment reports by using a valid, random sample of reliable data.
- H. To provide training, and training regions including written materials, instructions and directions, related to the use of the automated system or state policy as requested by the county and approved by the Chief, as necessary for compliance with the terms of this agreement, prior to implementation of enhancement or code promotion.
- I. To forgo the promotion of automation changes pending consultation with DAs to determine concerns and readiness for code introduction.
- J. To coordinate the development and submission of legislative proposals in concert with the State's Courts and DAs and to timely notify the counties of any proposed legislation concerning child support enforcement prior to legislative hearings.
- K. To act as the liaison agency with the Federal OCSE in implementing and disseminating new regulations; coordinating federal audits; and developing correctional plans to keep the Program in compliance with federal regulations.
- L. To distribute incentive payments as outlined in Attachment E within thirty (30) days of receipt of federal incentive funds and reimburse county expenses within thirty (30) days of receiving reimbursement requests, for current billings.

- M. To post complete and accurate reports and information on the State Child Support web pages and to provide the DA's office complete and accurate reports, and information including, but not limited to, development of case processing matrix reports by federal functional area (locate, establishment, paternity establishment, medical support, enforcement) sorted at the office, unit, team and case manager levels.
- N. To operate, maintain and update and/or replace the child support enforcement computer system; to provide user access to online programs within DWSS' control; to develop, implement and make available, through the State intranet, complete and accurate system training documentation and such information as necessary to research the cause of any suspect data; and, to provide fixes and/or enhancements as requested by the DA and approved by the Chief as necessary for the DA's office to fulfill its contractual obligations.
- O. To publicize the Program in compliance with 45 CFR 302.30.
- P. To notify all participating county DAs within five (5) working days of any known Supreme Court appeal or writ to the Nevada Court of Appeals or the Nevada Supreme Court.
- Q. To provide training and/or written instructions to the DA's office on any planned changes, new policy or procedure prior to implementation of the change, new policy or procedure in accordance with Attachment D.
- R. To develop a statewide corrective action plan in the event that noted federal audit exceptions may be systemic throughout the state, and are not limited to the operation and management of a single office.
- S. To rebate to the county its proportionate share of federal incentive monies which were withheld, and/or penalties imposed, if those monies are rebated to the State by the federal government following implementation of the corrective action plan or a successful appeal, waiver or setting aside of the federal financial action.
- T. To provide regular and ongoing oversight, including onsite reviews and the provision of technical assistance and training.

IV. All Parties mutually agree:

A. DWSS shall notify the DA's office in writing of DA's office's:

- 1) Failure to submit required reports or requested data;
- 2) Failure or violation of federal or state program requirements or the requirements of this Interlocal Contract; or
- 3) Failure to meet minimum federal standards on a federal performance measure.

The letter shall specifically identify the relevant failure or violation.

- B. DWSS shall require the submittal of a corrective action plan by the DA's office within a period of time specified in the letter. The corrective action plan must identify actions to be taken by DWSS and/or DA to remedy deficiencies and anticipated time frames for those actions to be completed and be approved by the Chief. Refusal to provide and implement an acceptable corrective action plan within the required time period will be grounds for DWSS to withhold CSEP federal funds.
- C. Prior to withholding any CSEP federal funds, DWSS will provide an additional notice in writing to the DA's office specifying the failure to provide or implement the corrective action plan.
- D. The appeal process specified in Attachment C, Sections 5-10, must be exhausted prior to withholding CSEP federal funds.

ATTACHMENT B

BUDGET AND REIMBURSEMENT SCHEDULE

I. FUNDING

Federal Financial Participation will be provided at the applicable matching rate, which is currently 66% for approved IV-D activities, this includes county staff performing these activities (IV-D Staff). The County will be responsible for the remaining balance.

II. BUDGET

- A. An annual DA's budget for child support must be submitted to the Chief by April 15 of each year or 30 days after receipt of annual instructions provided by the Chief, whichever is later. The budget must follow the annual instructions. Reimbursements will not be made until the budget has been approved by the Chief.
- B. During even numbered years the DA must provide projected two-year budgets commencing on July 1 of the even numbered years and ending on June 30 two years later. This information will be used to obtain authority from the state legislature to reimburse the counties.
- C. Out-of-state travel in which Title IV-D reimbursement is requested, requires prior approval by the Chief of the CSEP or designee. The travel must be for the purpose of administration of the Title IV-D Program. Travel is approved at the prevailing GSA rate.
- D. Expenditures requiring prior approval are outlined in 2 CFR Part 200, 45 CFR 95.611 and State Administrative Manual, chapter 1500.
- E. The DA must maintain appropriate records pertaining to expenditures. These records shall include time and accounting of all IV-D Staff performing non-reimbursable tasks or services. Federal reimbursable tasks or services are defined in 45 CFR 304.20.
- F. Claims must be submitted in the state approved format within thirty days of the end of the month in which the expenses are incurred, unless the Chief grants an approval for an extension. Claims not submitted within 90 days of the end of the month in which the funds are expended will be rejected and no reimbursement will occur.
- G. Delay in claim payment may occur for the prior State Fiscal Year (SFY), which ends on June 30, for claims submitted after the end of the third week in July of each year.
- H. All budgeted items must be reasonable and necessary for the operation of the program and accomplishing its goals and objectives.
- I. All budgeted items must be allowable under federal regulation and state policy.
- J. The county will be reimbursed 100% of paternity testing costs. The county may also be reimbursed 100% for other paternity related costs upon prior approval of the Chief. Fees collected by the county for such costs must be forwarded directly to the state to ensure the county does not collect from both the Title IV-D program and the natural father.

ATTACHMENT C

PENALTY/NOTICE/APPEAL PROCESS

- I. Any federal penalties and interest assessed by a Federal agency against the State of Nevada may be shared between the counties and the state based upon their relative responsibility. The assessment for each county through the DA's office will be deducted first from undistributed incentive payments until exhausted and then from monthly CSEP Federal Funds thereafter until the penalty is fully collected. Offices will be notified thirty (30) days prior to any withholding of CSEP Federal Funds. The pass through of any federal penalties which may be imposed as the result of audits will be governed by terms of the agreements in effect during the audited year(s) in question. The Chief will provide written notice to counties announcing the intent to pass through a federal penalty not later than 60 days after the penalty is final.
 - II. Penalties or interest assessed against counties will not be withheld until federal corrective action periods are exhausted and the federal agency confirms satisfactory corrective action has not been achieved.
 - A. Penalties or interest assessed against counties will be limited to the percentage of TANF recipients in the responsible county for the federal fiscal year coinciding with the penalty year multiplied by the total TANF block grant awarded to Nevada for the federal fiscal year against which the penalty is being assessed multiplied by the percentage of federal penalty imposed against the Nevada TANF block grant OR the amount of the current state fiscal year county match (34%), whichever is less.
- EXAMPLE:
In FFY17, the TANF population in county X is 1.6% of Nevada's total TANF recipients. The total TANF block grant in FFY 17 is \$42,194,077. The federal penalty assessed against Nevada in FFY 17 is \$1,200,000. County X's penalty is \$19,240 which is less than the current state fiscal year county match (34%).
- III. Prior to any penalty being imposed by the Chief, counties determined to be responsible, as set forth in Section I of Attachment C, must enter into good faith discussions with the Chief to establish relative level of responsibility and proper assignment of penalties and interest.
 - IV. If negotiations under Section II of this Attachment fail, the Chief will notify the County through the DA's office, in writing of any penalties or interest to be assessed against the County. The Chief's notice will include a detailed explanation of the reason for the assessment of penalties and interest and, if the penalties and

interest are pro-rated throughout the state, a statement of the pro-ration. The Chief will provide written notice thirty (30) days prior to recovery of penalties or interest.

- V. If the County disagrees with the Chief's final decision to recover penalties or interest, the county may within thirty (30) calendar days from the date of the notice, submit a written appeal to the Administrator DWSS. The County appeal must contain arguments and documentation why the Chief should not recover penalties or interest. If the County fails to submit an appeal within the specified timeframes, the Chief will pursue the recovery of penalties or interest.
- VI. The Administrator of DWSS may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the County within sixty (60) calendar days after receipt of the appeal or all requested information is received, whichever is later.
- VII. If the County disagrees with the Administrator's decision it may file a written request within fifteen (15) calendar days after issuance of the Administrator's decision seeking reconsideration by the Penalty Review Committee. The counties must file their request for reconsideration with the Chief. The Penalty Review Committee will be comprised of seven total members made up of the following: 1) Three members from the counties being assessed a penalty; 2) Three members from the state; 3) One member to serve as chairperson of the committee who is mutually acceptable to both the state and involved counties. The committee will confer and review information presented by the parties relevant to the assessment of penalties and prepare a written recommendation of resolution for presentation to the Director of DHHS. The Committee may request additional information and will make a written decision specifically addressing the arguments and documentation submitted by the parties within sixty (60) calendar days after receipt of the appeal or receipt of all requested information, whichever is later.
- VIII. The Director of DHHS may request additional information and will make a written decision giving consideration to the Counties written appeals to the Administrator, the Administrator's decision and the recommendation of the Committee. The Director will issue a written decision within sixty (60) calendar days after receipt of the recommendation from the Committee or when all requested information is received, whichever is later. The Director's decision shall contain specific findings and conclusions if it deviates from the recommendation forwarded by the Committee.
- IX. The decision of the Director of DHHS issued pursuant to section VIII of this Attachment is the final agency decision and may be appealed to District Court.
- X. DWSS agrees to forego the recovery of assigned penalties or interest from a county until all levels of appeal outlined in this Attachment have been exhausted.

ATTACHMENT D

POLICY AND FORMS DEVELOPMENT AND APPEAL PROCESS

- I. Draft policy or forms will be provided to the DA offices by DWSS with a minimum of a thirty (30) day comment period.
- II. During the comment period the DA offices must provide information in writing if they disagree with or have comments on the draft proposal initiated by DWSS. The response must provide arguments and documentation why the draft policy should be changed. Any written comments received after the comment period, unless an extension is granted by the Chief, may not delay implementation of the draft proposal or be eligible for the appeal process.
- III. The Chief will issue a decision in writing and within thirty (30) days after reviewing all timely comments on policy or form proposals initiated by DWSS and to all policy proposals initiated by the DA offices indicating what action will be taken.
- IV. If the County through the DA's office disagrees with the Chief's decision on timely comments on policy or forms initiated by DWSS or rejection of a policy initiated by the DA offices, an appeal may be submitted in writing to the Administrator of DWSS within fifteen (15) days of receipt of the letter referred to in paragraph III. The appeal must contain written arguments and documentation why the Chief should not take the action described in paragraph III.
- V. The Administrator of DWSS may request additional information and will make a written decision within thirty (30) days of receipt of the appeal or all information, whichever is later. The decision by the Administrator of DWSS is final.
- VI. This appeal procedure does not apply to the adoption of regulations which follow the public hearing process or which are mandated by federal regulation.

ATTACHMENT E

INCENTIVE PAYMENTS

The Child Support Performance Act of 1998 and 45 CFR 305 requires incentive payments to be based on the states' performance. The state's distribution of incentives will be limited to the amount of a federal award granted to and received by Nevada. This attachment describes how incentives will be calculated and disbursed to the Nevada IV-D offices.

I. CALCULATION OF INCENTIVES

The incentives will be distributed to the IV-D offices (DA and state) based on their performance in four areas: 1) Paternity Establishment; 2) Cases with Orders; 3) Collections on Current Support; and 4) Collections on Arrears. Fifteen (15) percent of any incentives awarded and received after the effective date of this contract will be retained by the Program for statewide program enhancements. Recommendations for statewide enhancements may be introduced by any manager from any child support office and brought to the attention of the Chief. The Chief will set up a meeting to discuss the recommendation. The recommendation for statewide enhancements shall require an agreement of the majority of child support offices present in the meeting. The DWSS Administrator is the final authority on deciding how to spend the statewide incentive funds after reviewing the recommendation. The state will calculate IV-D office incentives based on information provided by the automated system. The office figures will be posted monthly on the Child Support Enforcement website. The final annual report and completed worksheets (Exhibit B) will be provided to the IV-D offices within thirty (30) days of when the state's incentive information is received by the state from the Federal Government.

A. Definitions of Performance Measurements

1. Paternity Establishment Percentage (PEP)

Total number of children in IV-D caseload as of the end of the Federal Fiscal Year, who were born-out-of-wedlock with paternity established or acknowledged divided by the total number of children in the IV-D caseload as of the end of the preceding Federal Fiscal Year who were born out-of-wedlock. The PEP is a measure of children in the caseload at a point-in time. Paternities include those established by: 1) voluntary acknowledgment; and 2) all types of order, including court, administrative, and default. However, a paternity can only be counted once either when a voluntary acknowledgment is completed or when an order determining paternity is established.

2. Cases with an Order

Number of IV-D cases with child support orders divided by the total number of IV-D cases. Support orders include all types of legally enforceable orders, including court, default and administrative. Since the measure is a case count at a point-in-time, modifications to an order do not affect the count.

3. Collections on Current Support

Total dollars collected for current support in IV-D cases divided by total dollars owed for current support in IV-D cases. Measures the amount of current support collected as compared to the total amount owed. Current support is money applied to current support obligations and does not include payment plans for payment toward arrears. This measure would be computed monthly and the total of all months reported at the end of the year.

4. Collection on Arrears

Total number of eligible IV-D cases paying toward arrears divided by the total number of IV-D cases with arrears due. This measure would include those cases where all of the past-due child support was disbursed to the family, or all of the past due child support was retained by the state because all the past due child support was assigned to the state. If some of the past due child support was assigned to the state and some was owed to the family, only those cases where some of the support actually was disbursed to the family would be included.

This measure would be computed monthly and the total of all months reported at the end of the year.

B. Completing Incentive Worksheet

The state will complete the Incentive Worksheet (Exhibit B) as follows:

1. Determine IV-D Office Performance Level

For the four performance measurements, determine the IV-D office performance level.

2. Determining Applicable Percentage With Respect To The Four Performances Measures

Use the federal charts (Exhibit A) to determine the appropriate percentage for each performance level.

3. Determining Total Incentive Collections

The collection base for the IV-D office is determined by multiplying collections for Nevada TANF and former TANF cases by three and adding collections for all other case types.

4. Determining IV-D Office Collection Base

The total incentive collections are multiplied by the applicable percentage for each performance measurement. The total for each are then added together to determine the total collection base.

5. Determining the IV-D office Percentage of the Incentive Pool

Add the collection base for all IV-D offices to determine the state collection base. Divide the IV-D office collection base by the state collection base to arrive at the IV-D office percentage of incentive pool (Exhibit B).

6. Determining IV-D Office Incentives

Multiply the amount of incentives awarded by OCSE, by the IV-D office percentage of the incentive pool to determine the IV-D office's incentives for the year.

II. DISTRIBUTION OF INCENTIVES TO THE IV-D OFFICES

A. Reinvestment

Section 458A (f) of the Social Security Act requires states to use incentive payments to supplement and not supplant funds used by the state in its IV-D Program. The act requires states to maintain or exceed program expenditures for the base federal fiscal year 1998.

If the state fails to meet this requirement, incentives will be reduced by OCSE to Nevada. These reduced incentives will be the amount disbursed to the offices by the formula described in I. B.

B. Data Reliability

Section 452 (g) (2) (c) of the Social Security Act requires data to be complete and reliable. If OCSE determines the data reported is not reliable and incentives are not distributed to the State, no incentives will be distributed to the IV-D offices. OCSE will evaluate the data for the outcome measurements proposed in 45 CFR 305. Federal audit staff may determine data is unreliable for specific measurements.

C. Case Assignment Rules

Federal regulations require that a case can only be counted once within the state for reporting and incentive purposes. Interstate cases may be included in both the initiating and responding states' caseload. Cases will be assigned to the appropriate county or program area office (PAO) based on the following rule:

Intrastate Cases

If the IV-D office transfers a case to another County office or PAO to provide services, the case will be included in the receiving County or PAO caseload.

EXHIBIT A

To determine the applicable percentage for each performance measurement, use the following tables:

If the paternity establishment performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0%

Notwithstanding the preceding sentence, if the paternity establishment performance level of a IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the paternity establishment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office's paternity establishment performance level is 50%.

If the support order performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
0%	50%	0

Notwithstanding the preceding sentence, if the support order performance level of a IV-D office for a fiscal year is less than 50% but exceeds by at least 10 percentage points the support order performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office’s support order performance level is 50%.

If the current payment performance level is:

At least	But less than	The applicable percentage is
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
62%	63%	72%
61%	62%	71%
60%	61%	70%
59%	60%	69%
58%	59%	68%
57%	58%	67%
56%	57%	66%
55%	56%	65%
54%	55%	64%
53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%
47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the current payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the current payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office’s current payment performance level is 50%.

If the arrearage payment performance level is:

<u>At least</u>	<u>But less than</u>	<u>The applicable percentage is</u>
80%		100%
79%	80%	98%
78%	79%	96%
77%	78%	94%
76%	77%	92%
75%	76%	90%
74%	75%	88%
73%	74%	86%
72%	73%	84%
71%	72%	82%
70%	71%	80%
69%	70%	79%
68%	69%	78%
67%	68%	77%
66%	67%	76%
65%	66%	75%
64%	65%	74%
63%	64%	73%
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53%	54%	63%
52%	53%	62%
51%	52%	61%
50%	51%	60%
49%	50%	59%
48%	49%	58%
47%	48%	57%
46%	47%	56%
45%	46%	55%
44%	45%	54%
43%	44%	53%
42%	43%	52%
41%	42%	51%
40%	41%	50%
0%	40%	0

Notwithstanding the preceding sentence, if the arrearage payment performance level of a IV-D office for a fiscal year is less than 40% but exceeds by at least 10 percentage points the arrearage payment performance level of the IV-D office for the immediately preceding fiscal year, then the applicable percentage with respect to the IV-D office’s arrearage payment performance level is 50%.

EXHIBIT B
Incentive Worksheet

IV-D Office: _____

<u>Performance Area</u>	IV-D Office <u>Performance Level</u>	Applicable <u>%</u>	Total Incentive <u>Collections</u>	Collection <u>Base</u>
a. Paternity		X	=	
b. Cases with Orders		X	=	
c. Collection on Current Support		X	=	
d. Collection on Arrears		X	=	
Total Collection Base			=	

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collection	X 3	=
Other collections		=
Total Incentive Collections		=

This total is shown in the total incentive collection column.

Total statewide collection base

B. IV-D OFFICE PERCENTAGE OF INCENTIVE POOL

IV-D office collection base divided by statewide collection base = %

C. IV-D OFFICE INCENTIVES

Incentive paid by feds	\$	
Office % of incentive pool	x	_____ %
Minus 15% Statewide Enhancements		
Total Incentives Award	\$	_____

EXHIBIT C

Example

IV-D Office: _____

<u>Performance Area</u>	<u>IV-D Office Performance Level</u>	<u>Applicable %</u>		<u>Total Incentive Collections</u>	=	<u>Collection Base</u>
a. Paternity	72%	84%	X	\$15m	=	12.6
b. Case with Orders	59%	69%	X	\$15m	=	10.3
c. Collection on Current Support	44%	54%	X	\$15m	=	8.1
d. Collection on Arrears	42%	51%	X	\$15m	=	<u>7.6</u>
						38.6
						Total collection base

A. DETERMINING TOTAL INCENTIVE COLLECTIONS

Nevada TANF/Former TANF collections	\$1m x 3 = \$3m
Other collections	= \$12m
Total incentive collections	= \$15m

This total is shown in the total incentive collection column.

B. DETERMINING THE IV-D OFFICE PERCENTAGE OF THE INCENTIVE POOL

In this example the total IV-D office collection base is 100. Dividing the IV-D office collection base by the total statewide collection base [assume 100] ($38.6 \div 100 = .39$) is equal to 39%.

C. DETERMINING IV-D OFFICE INCENTIVES

Incentive paid by feds	= \$2m
Office % of incentive pool x .39	= \$780,000
Minus 15% Statewide Enhancements =	\$117,000
Total Incentives Award	\$663,000

Under this example the IV-D office would receive \$ 663,000 in incentives.

ATTACHMENT F
CASE RESPONSIBILITIES

I. GENERAL RESPONSIBILITIES

The County agrees to serve all:

- A. Applicants who make application in a county for which they have assigned responsibilities.
- B. Cases which have been transferred to their county due to jurisdiction or conflict reasons.
- C. Cases which are assigned to their county by NOMADS for interstate case services.

II. SPECIFIC RESPONSIBILITIES

The County agrees to assume responsibility for and perform:

- A. Locate services for all Lyon County non-assistance cases.
- B. Establishment services for all Lyon County non-assistance cases.
- C. Enforcement services for all Lyon County non-assistance cases.

ATTACHMENT G

INDIRECT COST RATE

The parties acknowledge that a standard 10% indirect cost rate provides a safe harbor under the applicable Federal rules governing the use of such rates and that the use of an actual indirect cost rate higher than 10% may be subject to federal audit and action. Accordingly, in regard to the calculation of County's indirect cost rate for the fiscal years covered by this Contract, the Division agrees that a rate of more than 10% may be approved, based upon the supporting materials and calculations submitted with County's indirect cost rate proposal and subject to and contingent upon approval of the indirect cost rate by the Chief, which approval will not be unreasonably withheld, and the provisions of this section.

- I. Indemnification. County agrees to indemnify the Divisions for any costs related to and arising from federal audit findings, disallowances, sanctions or penalties that are attributable to County's use of an indirect cost rate in excess of the 10% standard rate.
- II. Independent Auditor. County agrees to assume the costs associated with an independent auditor performing the necessary work to provide annual specific assurances that an indirect cost rate in excess of the 10% standard rate is appropriate.
- III. Participation in Audit. County agrees to participate in any audit of its indirect rate and to provide all supporting information upon which an indirect cost rate in excess of the 10% standard rate is based.

ATTACHMENT H

IRS SAFEGUARDING CONTRACT LANGUAGE CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) (Include any additional safeguards that may be appropriate.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than

Exhibit 7, IRS Publication 1075 (September 2016)

\$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. ([See Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

Exhibit 7, IRS Publication 1075 (September 2016)

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial,

Exhibit 7, IRS Publication 1075 (September 2016)

operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her Exhibit 7, IRS Publication 1075 (September 2016)

employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See *Section 10*) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

ATTACHMENT I

FEDERAL LAWS AND AUTHORITIES

Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION:

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

15.a

Subject:

For Possible Action: Review and accept claims and financial reports.

Summary:

Per NRS 244.210, the Board of Commissioners needs to approve claims paid by the Comptroller's office.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve claims as presented. Any claim being refused will be presented separately.

ATTACHMENTS

- - [Cash Report 2-15-21](#)
- - [Claims Report 2-1-21 to 2-15-21](#)

CASH REPORT

February 15, 2021

<u>LYON COUNTY</u>	<u>BALANCE</u>	<u>TRUST AND AGENCY</u>	<u>BALANCE</u>
Governmental Funds			
General	12,168,053.59	DNA Testing	1,411.78
Park Construction Tax	722,828.74	Mason Valley Swimming Pool District	2,119,272.89
Cooperative Extension	336,201.43	Silver Springs/Stagecoach Hospital	1,565,362.75
Unemployment	439,940.56	Fernley Swimming Pool District	1,945,047.93
Room Tax	92,388.37	City of Fernley	87,879.36
County Stabilization	1,650,000.00	<u>Mason Valley Fire Protection District</u>	.
Aid to Domestic Violence	315.00	General Fund	272,963.73
Vehicle Acquisition	151,342.09	Ambulance Fund	901,187.77
Fair and Rodeo	139,570.62	Acquisition Fund	537,453.93
Justice Court Special Assessment	974,312.82	Emergency Fund	15,696.53
District Court Restricted Fees	615,214.66	North Lyon County Fire Protection District	27,967.20
Juvenile Probation Special Assessment	77,129.54	<u>Smith Valley Fire Protection District</u>	.
Library Gift	7,588.08	General Fund	426,517.46
Western Nevada Regional Youth Center	1,366,270.29	Emergency Fund	318,203.38
Mining Claim Map	12,939.89	Acquisition Fund	1,206,041.97
911 Surcharge	571,151.90	Stagecoach General Improvement District	7,975.19
Animal Control Donations	14,364.66	South Lyon Hospital District	846,205.09
Road	337,470.10	State of Nevada	411,304.03
R T C	11,414,340.98	City of Yerington	5,737.32
Road Improvement	1,663,673.70	Fish and Game	1,735.59
General Indigent	98,950.20	Walker River Irrigation District	8,813.39
Medical Indigent	2,175,654.86	Range Improvement	356.99
Senior Services	400,498.97	Lyon County Bond	476,074.20
Senior Services Donations	86,459.83	Coroner Estate Proceeds	2,262.96
Capital Improvements	5,829,787.35	County Trust Property	-
Subtotal Governmental Funds	41,346,448.23	Social Security Payee Program	183,607.82
Enterprise Funds			
Dayton Water Utility	11,546,611.46	<u>Central Lyon County Fire Protection District</u>	.
Dayton Sewer Utility	9,153,990.63	General Fund	87,365.19
Subtotal Enterprise Funds	20,700,602.09	Ambulance Fund	10,264.48
Component Unit Funds			
Mason Valley Mosquito Control District	623,127.55	Carson Water Sub-Conservancy District	17,066.75
Central Lyon County Vector Control District	334,315.93	Dayton Valley Ground Water	77.50
Walker River Weed Control District	167,597.42	Smith Valley Artesia	8,140.39
Silver Springs General Improvement District	3,250,102.31	Mason Valley Artesia	18,511.34
Willowcreek General Improvement District	543,068.97	Churchill Valley Ground Water	377.20
Subtotal Component Unit Funds	4,918,212.18	Truckee Carson Irrigation District	7,085.18
		Fernley Ground Water	21.71
		<u>Lyon County School District</u>	.
		General Fund	439,711.10
		Debt Service Fund	274,482.60
Total Lyon County	66,965,262.50	Total Trust and Agency	12,232,182.70

(cash balances with a debit balance are overdrawn (negative cash))

<u>SUMMARY</u>		<u>BANK ACCOUNTS AND PETTY CASH</u>	
Lyon County	66,965,262.50	Wells Fargo Bank Checking	27,451,092.66
Trust & Agency	12,232,182.70	Local Government Investment Pool	51,732,499.65
Unallocated Cash		Inmate Trust	1,000.00
Unapportioned Secured Taxes	-	Fernley Swimming Pool Imprest	300.00
Unapportioned Unsecured Taxes	-	Dayton Utilities Imprest	500.00
Unapportioned Purchase Cards	(7,756.54)	Silver Springs GID Imprest	500.00
Unapportioned Interest	4,761.65	Petty Cash	8,558.00
TOTAL	79,194,450.31	TOTAL	79,194,450.31

**CLAIMS REPORT
FEBRUARY 1 THROUGH FEBRUARY 15, 2021**

<u>LYON COUNTY</u>	<u>BILLS</u>	<u>PAYROLL</u>	<u>TRUST AND AGENCY</u>	<u>BILLS</u>	<u>PAYROLL</u>
Governmental Funds					
General	1,061,466.61	1,011,536.68	DNA Testing	1,485.00	
Employees Benefits			Mason Valley Swimming Pool District	550.75	
Park Construction Tax			Silver Springs/Stagecoach Hospital	4,443.53	2,990.33
Co-Op Extension	368.54	3,821.30	Fernley Swimming Pool	8,257.42	14,869.54
Unemployment			City of Fernley	451,137.95	
Room Tax	836.29		Mason Valley Fire Protection District	10,414.22	32,758.60
Aid to Domestic Violence	185.00		North Lyon County Fire Protection District	111,321.91	
Vehicle Acquisition			Smith Valley Fire Protection District	5,081.67	2,099.55
Fair and Rodeo	261.36		Stagecoach General Improvement District		
Capital Improvements	49,015.64		South Lyon Hospital District	370,257.18	
Justice Court Special Assessment	52.64		State of Nevada	233,294.10	
District Court Restricted Fees			City of Yerington	228,162.85	
Juvenile Probation Special Assessment		714.78	Fish and Game		
County Library Gift			Walker River Irrigation District	196,344.49	
Western Regional Youth Facility	4,692.83	60,130.72	Range Improvement		
911 Surcharge	298,478.40		Lyon County Bond		
Mining Claim Map	700.00		Coroner Estate Proceeds		
Road	14,359.76	57,399.14	County Trust Property		
R T C			Social Security Payee Program	4,634.30	
Road Improvement			Central Lyon County Fire Protection District	320,492.57	
General Indigent	23,380.57	63,437.23	Carson Water Sub-Conservancy District		
Medical Indigent	13,913.29	8,428.09	Dayton Valley Ground Water		
Senior Services	17,328.69	43,854.92	Smith Valley Artesia		
Senior Services Donations	606.41		Mason Valley Artesia		
Animal Control Donations			Churchill Valley Ground Water		
Enterprise Funds			Truckee Carson Irrigation District	26,276.76	
Dayton Water Utility	24,048.42	63,816.55	Fernley Ground Water		
Dayton Sewer Utility	70,129.38	43,067.41	Lyon County School District	2,116,856.06	
Component Unit Funds			Subtotal	4,089,010.76	52,718.02
Mason Valley Mosquito Control District	72.83	4,497.00			
Central Lyon Vector Control District					
Walker River Weed Control District	117.26				
Silver Springs General Improvement District	2,809.18				
Willowcreek General Improvement District	507.77				
Subtotal	1,583,330.87	1,360,703.82			
			SUMMARY		
			Lyon County	1,583,330.87	1,360,703.82
			Trust & Agency	4,089,010.76	52,718.02
			TOTAL	5,672,341.63	1,413,421.84

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

15.b

Subject:

For Possible Action: Review and accept travel claims.

Summary:

Per NRS 245.062 and Lyon County Personnel Policy Section 8, the Board of Commissioners needs to approve travel claims paid by the Comptroller's office. Individual department travel claims have been compiled for acceptance by the Board of Commissioners.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approval Recommended

ATTACHMENTS

- - [Travel Report 2-1-21 to 2-15-21](#)

LYON COUNTY TRAVEL REPORT

February 1-15, 2021

<u>Department / Name</u>	<u>Description</u>	<u>Amount</u>
Sheriff		
Michael Messmann	Interview a Suspect Deming, NM 01/20/2021-01/22/2021 -Flight, Lodging, Luggage Fee	545.97
Erik Kusmerz	Interview a Suspect Deming, NM 01/20/2021-01/22/2021 -Flight, Lodging, Luggage Fee, Parking, Car Rental, Fuel	566.57
Erik Kusmerz	Advanced CVSA Course Orlando, FL 01/03/2021-01/09/2021 - Flight, Lodging, Luggage, Car Rental, Fuel, Parking	280.71
Cori Norman	ASP Instructor Training Youngstown, OH 02/15/21-02/19/2021 - Flight	50.00
Fernley Justice Court		
Martha Tapia	TAC Meeting CJIS Audit 1/19/2021 -Mileage	52.64
Library		
Dana Fenili-Doll	Covering for Sherry in Smith Valley Branch Smith Valley, NV 01/07/2021-01/16/2021 -Mileage	164.64
Dana Fenili-Doll	Covering for Sherry in Smith Valley Branch Smith Valley, NV 01/19/2021-01/30/2021 -Mileage	188.16
Juvenile Probation		
Letitia Talbot	Basic Instructor Development Carson City, NV 02/22/21-02/25/2021 Per Diem	56.00
Arsenio Reyes	Basic Instructor Development Carson City, NV 02/22/21-02/25/2021 Per Diem	56.00
Christopher Gentine	NOLS Certification Midpines, CA 02/22/21-03/02/21 Per Diem	53.00
		<u>2,013.69</u>

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

15.c

Subject:

For Possible Action: Approve increasing the budget for the Yerington Library carpet replacement from \$30,000 to \$34,000, with funding to come from the Capital Improvements Fund.

Summary:

The Yerington Library carpet replacement quote (lowest responsive quote of 3 vendors) is approximately \$4,000 more than budgeted. The difference is due to adding the community room to the recarpeting request. It is recommended that we do all of the carpet in the building at once as it all has reached the end of its useful life.

Financial Department Comments:

The additional \$4,000 would be funded from the Capital Improvements Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve increasing the budget for the Yerington Library carpet replacement from \$30,000 to \$34,000, with funding to come from the Capital Improvements Fund.

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

16.a

Subject:

For Possible Action – Ronald Wright Trust – Tentative Industrial Subdivision Map – Request to allow for subdivision to create 14 individual airspace units within a hanger building located on a 2.5 acre parcel in the M-1 zoning district located at 126 Lakes Boulevard, Dayton, NV (APN 016-363- 07) (PLZ-2020-0013)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Staff Report](#)



LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
 BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
 YERINGTON, NEVADA 89447
 (775) 463-6591
 FAX: (775) 463-5305

REPORT OF PLANNING COMMISSION HEARING & ACTION

PLZ-2020-13 Tentative Industrial Subdivision Map for Dayton Valley Hanger
 Meeting Date: March 4, 2021
 Owner: Ronald Wright Trust
 Applicant: Ronald Wright
 Engineer/Surveyor: Tim Ferrell, PE – Ferrell Civil Engineering/Todd Enke, PLS - Resource Concepts, Inc.
 Area Location: Dayton
 Parcel Numbers: (APN) 016-363-07
 Master Plan: Employment
 Zoning: M-E (Industrial Estates)
 Flood Zone: X Unshaded (Areas determined to be outside of the 500-year floodplain)
 Case Planner: Rob Pyzel

Request:

The applicant seeks to construct a single structure with fourteen (14) individual private aircraft hangers on the 2.50 acre parcel and subsequently subdivide for individual ownership the air space within each hanger unit. The proposed subdivision is similar to a residential condominium project wherein the individual owns the interior airspace while the ownership association owns and maintains the exterior and common areas. In this case, the ownership association would own and maintain the exterior of the structure and exterior improvements such as the aprons and taxi ways. The proposed subdivision is as outlined in Nevada Revised Statutes (NRS) NRS 278.325 (1) and Lyon County Code 15.604.07 (C).

Planning Commission Recommendation:

At their January 12, 2021 meeting, the Lyon County Planning Commission voted unanimously (7-0) to forward a **recommendation of approval** of the tentative industrial subdivision map to the Board of Commissioners.

Staff Recommendation:

Staff recommends **approval** of the proposed Tentative Industrial Subdivision Map based on the findings and subject to the Conditions of Approval as listed below in the staff report.

Recommended Findings and Motion:

If the Lyon County Board of Commissioners wish to approve the 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 requested Tentative Industrial Subdivision Map for Dayton Valley Hanger Industrial Subdivision/Ronald Wright Trust in light of the following:

- A. A conceptual development phasing plan has been submitted concurrently with the tentative map indicating the proposed development phasing, including a general description of improvements, on-site and off-site to be constructed with each development phase.

- B. Improvement plans are to be submitted and approved for the entire project site. The improvement plans shall be subject to modification, based on changes to this title or the County design criteria and improvement standards as they relate to public health and safety.
- C. A security agreement shall be prepared and approved subsequent to the filing of a final map or a Record of Survey for the development site, consistent with NRS and this title. In addition to the standard provisions, the plan must provide a detailed description of on-site and off-site improvements to be provided prior to the issuance of a building permit within a given development phase.
- D. No building permit will be issued on the site until any and all required improvements are constructed or secured, and provided that those improvements required for fire protection and emergency access are in place.

Based on the aforementioned considerations, the Lyon County Board of Commissioners approves the Tentative Industrial Subdivision Map for Dayton Valley Hanger Industrial Subdivision/Ronald Wright Trust request to subdivide an approximately 38,500 square foot building into approximately fourteen (14) 2,750 square feet hanger spaces on an approximately 2.50 acre parcel at 126 Lakes Boulevard in Dayton, as identified on Assessor’s Parcel Numbers 016-363-07 (PLZ-2020-13), subject to the following Conditions:

- 1. The developer is required to dedicate water rights of sufficient quantity to adequately serve the development prior to approval of a grading/building permit for any development located on the project site.
- 2. The developer shall provide written evidence demonstrating that the proposed parcels are able to be served by municipal water and sewer systems prior to approval of a grading/building permit for the project site.
- 3. 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 a final map or a Record of Survey for the project site.
- 4. 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 submittal of a final map or a Record of Survey for the project site for recordation.
- 5. 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 recordation of a final map or a record of survey for the project site and approval of a grading/building permit for the project site.
- 6. The developer shall comply with Lyon County improvement requirements as set forth in Chapter 15.234 of the Lyon County Code including, but not limited to:
 - a. The 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 a grading/building permit for the project site, has been paid.
 - b. Prior to any construction of improvements, a preconstruction conference shall be held between the contractor/developer and the appropriate County inspection personnel.
 - c. The developer 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, Central Lyon County Fire Protection District or other authorized County personnel, as applicable, or an appropriate security must be provided and approved prior to approval of a grading/building permit for the project site.

- d. All facility construction shall be completed and inspected to the Community Development Director's satisfaction prior to the issuance of a Certificate of Occupancy will be allowed in any development for this project.
7. All on-site sewer improvements will be required to comply with the sewage collection and disposal standards as listed in Title 9 of the Lyon County Code. All on-site sewer improvements are to be installed by the developer to the satisfaction of the Utilities Department Director and County Engineer prior to a Certificate of Occupancy for any development for the project.
8. Prior to the approval of a grading and/or building permit, any development proposed on the subject site shall submit for and receive approval of an encroachment permit from the Lyon County Roads Department.
9. The developer shall comply with Lyon County's storm drainage guidelines (as revised 2018). The developer shall demonstrate that the proposed storm drainage facilities will comply with the Lyon County Drainage Requirements to the satisfaction of the County Engineer, County Road Superintendent, Utilities Department Director and Community Development Director prior to recordation of the final subdivision map or a Record of Survey. 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.
10. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the Utilities Department Director, and the Community Development Director that the design of the stormwater facilities necessary to protect the public include but not limited to the following:
 - a. A master storm drainage plan shall be reviewed and approved by the County Engineer prior to approval of a final map. The major drainage facilities shall be constructed in the first phase, and each phase or building development shall have drainage improvements that tie into the major facilities and function without dependency on improvements in future phases or building developments.
 - b. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the Utilities Department Director and the Community Development Director that provisions for maintenance and continued operation of the storm drainage system have been developed and put in place prior to approval of a final subdivision map or a Record of Survey for this project.
 - c. The developer shall clean out the existing contributing storm drainage facilities into which this development will add stormwater to the satisfaction of the County Engineer, County Road Superintendent, Utilities Department Director and Community Development Director prior to approval of a final map or a Record of Survey for the project.
 - d. The developer 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 grading/building permit for the project site.
 - e. The developer shall demonstrate to the satisfaction of the County Engineer, the County Road Superintendent, the Utilities Department Director and the Community Development Director that facilities necessary for the treatment of stormwater prior to discharge to the Carson River have been designed and installed prior to approval of a final map or a Record of Survey for the project site.
11. 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 industrial/commercial subdivision lot property owners as the project is subdivided through either the final subdivision map or Record of Survey and the fee simple/fee title of the individual lots are transferred for all common areas and storm drainage facilities (easements, channels and basins) as well as to provide for, allocate, regulate and administer the required access easements for private roads, joint access and parking, common open space/landscaping, and the maintenance and repair of all common areas and improvements and other provisions necessary for the subdivision as approved, for review by the Community Development Director, the County Road Superintendent, the Utilities Department Director, the County Engineer and District Attorney's Office. The approved legal instrument shall be signed and recorded prior to recordation of a final map or Record of Survey for the project.

12. The developer shall obtain any required air quality permit(s) from the Nevada Division of Environmental Protection (NDEP) and apply appropriate dust abatement processes as part of the development construction prior to issuance of a site improvement permit or a grading/building permit.
13. The water system must meet the requirements of the Lyon County Utilities Department 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. A minimum required fire flow is required for the development's fire sprinkler system if determined required by the Central Lyon County Fire Protection District.
14. Prior to any combustible materials being brought on site, any required fire hydrants are to be installed and fully operating.
15. Distinct and legible "temporary" addresses are required of any structures under construction until such time as permanent address numbers are installed and posted.
16. 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. 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.
17. 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.
18. Parking, access and loading space for each phase/development must meet the access and parking requirements for the building square footage and uses proposed for the development. This includes meeting ADA parking standards for the development.
19. Lighting within the industrial subdivision's parking areas and exterior building lighting shall include cut-off shields arranged to cast light down reflect away from residential areas, any public street or highway.

20. Site improvement and building permit plans must show trash enclosures, in convenient locations for both the building occupants and waste disposal company, and the number, size, arrangement and location of the trash enclosures should be approved by the waste disposal company and Planning Department prior to approval of a site improvement permit or building permit.
21. The developer shall provide the final subdivision map or Record of Survey 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.
22. Prior to the issuance of a building permit for the proposed hanger building, the applicant shall provide to the Lyon County Community Development Department documentation of compliance with the applicable Federal Aviation Administration (FAA) design standards from the FAA Western-Pacific Region, Airports Division, Phoenix Airports District Office for the proposed hanger building.
23. Prior to approval of a Record of Survey or final industrial subdivision map for the project, the applicant shall provide documentation of satisfaction of Sections 1.6 and 3.2 of the Assignment, Acceptance of Assignment, Consent to Assignment and Attornment Agreement for the Airport Facility Use Agreement (Dayton Valley Airport - Industrial) (Doc. No. 501750) to the Lyon County Community Development Department.
24. **Approval of the tentative industrial subdivision map shall lapse unless a final industrial subdivision map or a Record of Survey for the project site is presented to the Community Development Department within four (4) years from the date of such approval.**

ALTERNATIVES TO THE STAFF RECOMMENDED FINDINGS AND MOTION:

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 tentative industrial subdivision map application, 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 may wish to consider a motion similar to the following:

The Board of Commissioners has considered the request for the Tentative Dayton Valley Hanger Industrial Center Industrial Subdivision Map and finds that:

- A. Additional information, discussion and public review are necessary for a more thorough review of the proposed Northern Nevada Industrial Center Tentative Industrial Subdivision Map.

Based on the above finding and with the applicant's concurrence, the Lyon County Board of Commissioners continues the request by Dayton Valley Hanger/Ronald Wright Trust to subdivide an approximately 38,500 square foot building into approximately fourteen (14) 2,750 square feet hanger spaces on an approximately 2.50 acre parcel at 126 Lakes Boulevard in Dayton, as identified on Assessor's Parcel Numbers 016-363-07 (PLZ-2020-13) for ___ days.

Alternative for Denial:

If the Board of Commissioners determines that they wish to deny the tentative industrial subdivision map application, then the Board may wish to consider a motion similar to the following:

The Lyon County Board of Commissioners has considered the request for the Tentative Dayton Valley Hanger Industrial Center Industrial Subdivision Map in light of the following:

- A. The property to be subdivided is not 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 availability of municipal water and sewer service is not sufficient in quantity for the reasonably foreseeable needs of the subdivision;
- C. There is inadequate access and availability to public services such as schools, police protection, transportation, recreation and parks;
- D. The project is not in general conformity with the Lyon County Comprehensive Master Plan;
- E. The project will have adverse impacts and does not provide adequate mitigation of adverse impacts, to existing public streets;
- F. 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 considerations, the Lyon County Board of Commissioners denies the Tentative Industrial Subdivision Map request by Dayton Valley Hangers/Ronald Wright Trust to subdivide an approximately 38,500 square foot building into approximately fourteen (14) 2,750 square feet hanger spaces on an approximately 2.50 acre parcel at 126 Lakes Boulevard in Dayton, as identified on Assessor's Parcel Numbers 016-363-07 (PLZ-2020-13).

Property Information:

Location:

The subject parcel is located at 126 Lakes Boulevard which is on the north side of Lakes Boulevard south of the Dayton airpark (parcel is outlined below in orange).



Size:

The subject site is approximately 2.50 acres total in size.

Land Use:

The subject site is currently vacant and undeveloped.

Access:

The subject parcel has direct access onto Lakes Blvd.

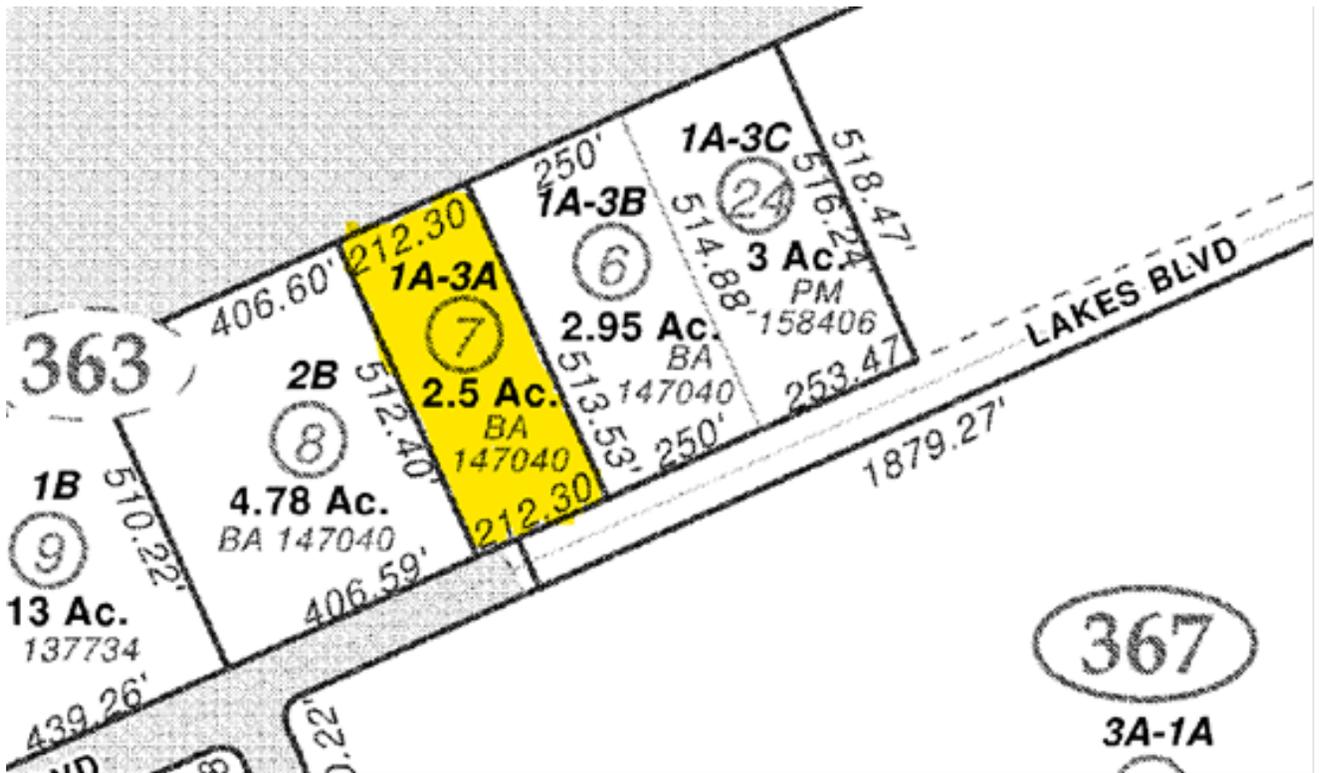
Background:

On November 12, 1991, the Planning Commission approved a Parcel Map for John Lawrence Nevada Inc. (Doc. No. 146726).

On November 26, 1991, the Planning Administrator approved a Boundary Line Adjustment for John Lawrence Nevada Inc. (Doc. No. 147040).

On January 21, 1993, the Planning Administrator approved a Boundary Line Adjustment for John Lawrence Nevada Inc. (Doc. No. 158406).

The end result is a subject parcel consisting of 2.50 acres (highlighted in yellow below).



Physical and Topographic Attributes:

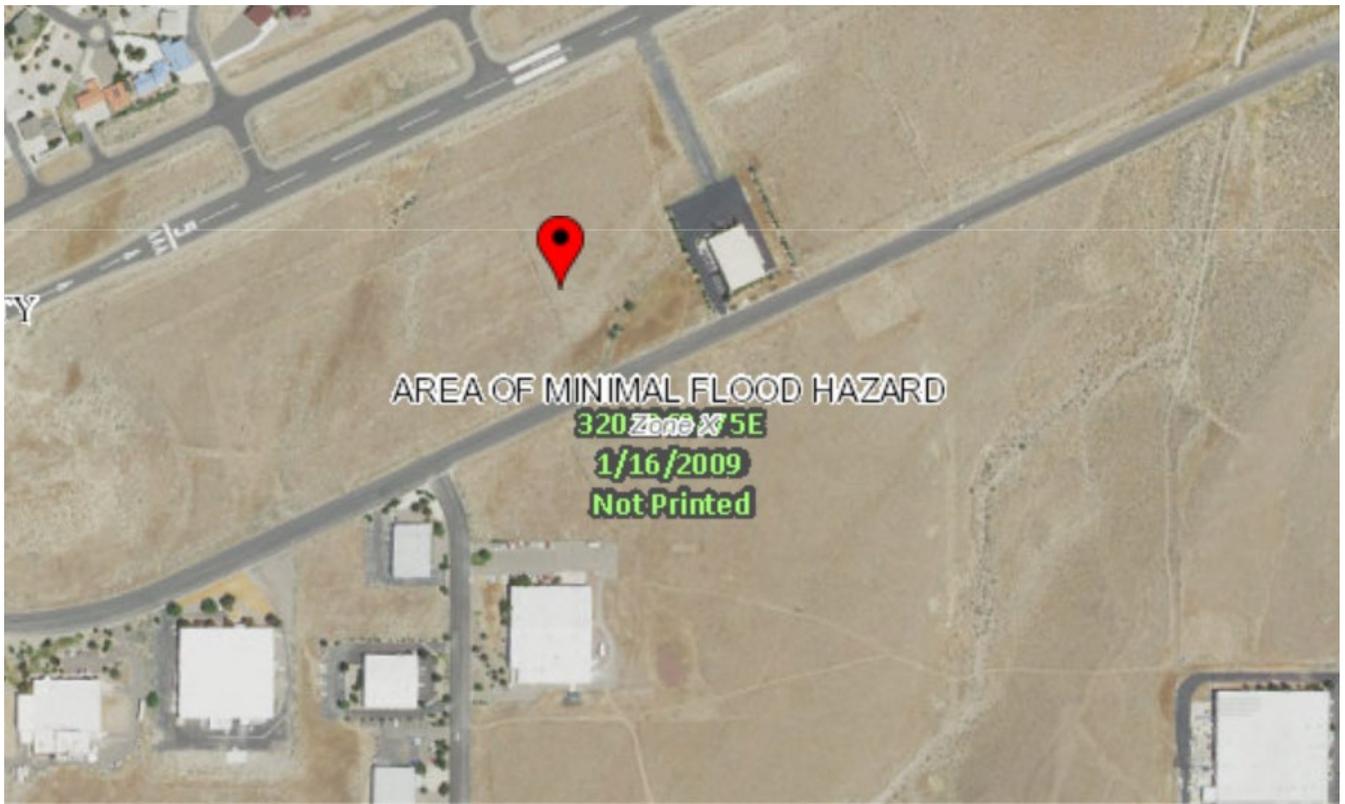
The subject parcel slopes gently towards the northeast. The subject parcel does contain a natural drainage course that runs through the southeast portion of the parcel and flows from the southwest to the northeast.



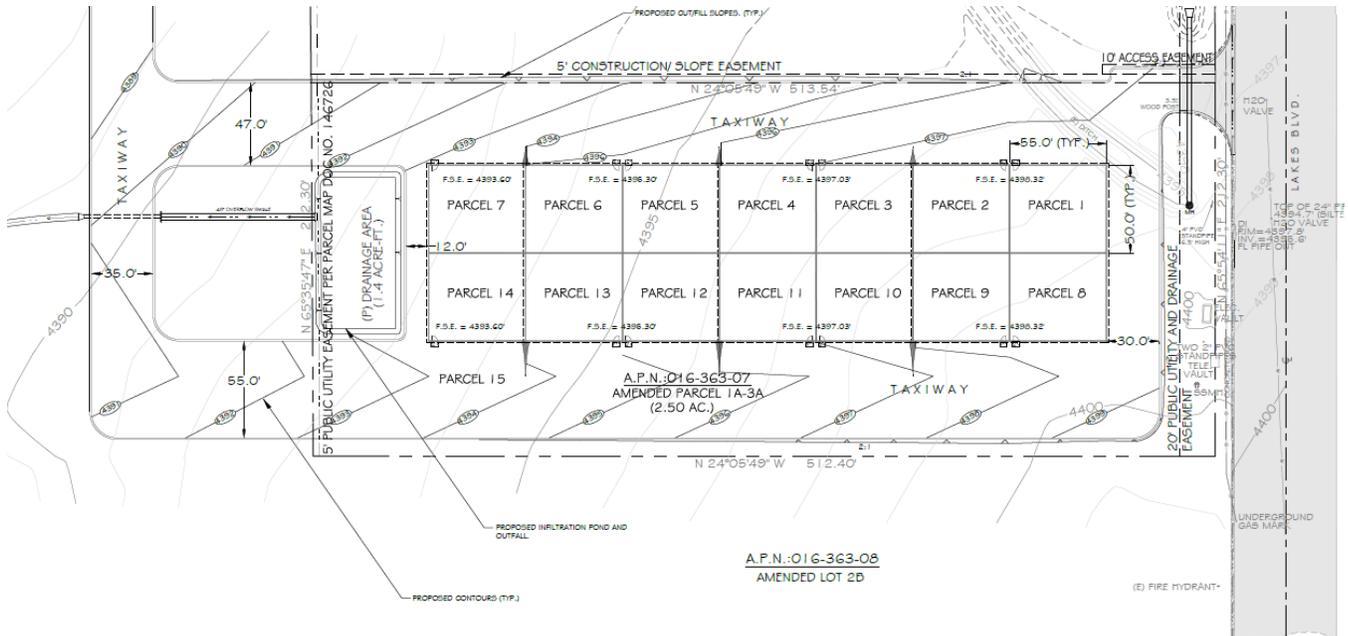


Floodplain:

The subject site is located within the X-Unshaded Flood Zone per FEMA FIRM panel 32019C0475E (effective date: 01/16/2009). The X Unshaded flood zone designation indicates that the subject site is in an area of minimal flood hazard.



The applicant desires to construct a hanger building on the subject parcel, then subdivide (via a Record of Survey) and sell the fourteen (14) individual interior hanger spaces to other pilots.



STAFF REVIEW AND COMMENTS:

Industrial or commercial subdivision is authorized by Nevada Revised Statutes (NRS) 278.325 which states the following:

“NRS 278.325 Mapping for industrial or commercial development; restriction on sale of parcel for residential use; requirements for creating boundary by conveyance.

1. *If a subdivision is proposed on land which is zoned for industrial or commercial development, neither the tentative nor the final map need show any division of the land into lots or parcels, but the streets and any other required improvements are subject to the requirements of NRS 278.010 to 278.630, inclusive.*
2. *No parcel of land may be sold for residential use from a subdivision whose final map does not show a division of the land into lots.*
3. *Except as otherwise provided in subsection 4, a boundary or line must not be created by a conveyance of a parcel from an industrial or commercial subdivision unless a professional land surveyor has surveyed the boundary or line and set the monuments. The surveyor shall file a record of the survey pursuant to the requirements set forth in NRS 625.340. Any conveyance of such a parcel must contain a legal description of the parcel that is independent of the record of survey.*
4. *The provisions of subsection 3 do not apply to a boundary or line that is created entirely within an existing industrial or commercial building. A certificate prepared by a professional engineer or registered architect certifying compliance with the applicable law of this State in effect at the time of the preparation of the certificate and with the building code in effect at the time the building was constructed must be attached to any document which proposes to subdivide such a building.*
5. *A certificate prepared pursuant to subsection 4 for a building located in a county whose population is 700,000 or more must be reviewed, approved and signed by the building official having jurisdiction over the area within which the building is situated.”*

Lyon County Code 15.607.04 (C) states the following in regard to industrial/commercial subdivisions:

“C. Where an industrial or commercial subdivision is proposed pursuant to Nevada Revised Statutes 278.325, and the subdivider desires to record a single final map without the completion or securing of improvements, the Board may approve the map and allow recording of the final map subject to the following:

- 1. A conceptual development phasing plan is submitted concurrently with the tentative map indicating the proposed development phasing, including a general description of improvements, on-site and off-site to be constructed with each development phase.*
- 2. Improvement plans are to be submitted and approved for the entire project site. The improvement plans shall be subject to modification, based on changes to this title or the County design criteria and improvement standards as they relate to public health and safety.*
- 3. A security agreement shall be prepared and approved subsequent to the filing of the final map, consistent with this title. In addition to the standard provisions, the plan must provide a detailed description of on-site and off-site improvements to be provided prior to the issuance of a building permit within a given development phase.*
- 4. No building permit will be issued on the site until any and all required improvements are constructed or secured, and provided that those improvements required for fire protection and emergency access are in place. “*

Industrial or commercial subdivisions allow for the incremental further subdivision of an industrial or commercial parcel through either final subdivision maps or records of survey to identify individual ownerships within a development site. In essence, the tentative industrial or commercial subdivision map demarcates the exterior boundaries of the industrial or commercial property and serves as a master site plan, identifying the access points, infrastructure, and any other required improvements subject to the requirements of NRS 278.010 - -278.360, inclusive. This allows the major development of industrial or commercial development site to proceed in the planning process (including access to the jurisdiction's street system, access to state highways, connection to a domestic water system and domestic sewer system, storm drainage design, etc.) and the eventual final subdivision and development of the property into individual parcels to occur when the individual industrial or commercial operators are ready to develop at the development site.

Findings:

NRS 278.349 (3) and Chapter 15.607.03 of the Lyon County Code lists the same findings that the Planning Commission and Board of Commissioners must consider when reviewing a tentative subdivision map application. Each finding for consideration is listed in **bold type**. Staff's response is in normal type after each finding.

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 subject site is currently zoned M-E (Industrial Estates). This zoning district is remnant from the previous land use and development code (Title 10). In November 2018, the Board of Commissioners adopted a new land use and development code (Title 15) which sought to implement the 2010 Comprehensive Master Plan Goals, Policies and Strategies. In order to allow for continuity until the County initiated rezoning to convert the current zoning of parcels from the Title 10 zoning districts to the Title 15 zoning districts, the Board of Commissioners also adopted in November 2018 Exhibit A – Zoning Consistency Matrix.

The Zoning Consistency Matrix shows that the appropriate Title 15 zoning district to use for properties currently zoned M-E under the Title 10 to determine the correct land uses and development standards under Title 15 is the LI-S (Light Industrial – Suburban). A detail from the Zoning Consistency Matrix – Suburban Character District is highlighted in yellow below.

HI-R, Heavy Industrial - Rural	M-1, General Industrial District
Suburban Character Districts	
SR-2, Suburban Residential, 2 Acre Minimum	RR-2, Second Rural Residential District (2 Acres)
SR-1, Suburban Residential, 1 Acre Minimum	RR-1, First Rural Residential District (1 Acre)
SR-1/2, Suburban Residential, 1/2 Acre Minimum	E-2, Second Estates Residential District
SR-12000, Suburban Residential, 12000 sq. ft. Minimum	E-1, First Estates Residential District
SR-9000, Suburban Residential, 9000 sq. ft. Minimum	NR-3, Single-Family Nonrural Residential District/Nine Thousand Square Feet Minimum
NR, Neighborhood Residential, 4500 sq. ft. Minimum	NR-1, Single-family Nonrural Residential District
MFR, Multi-family Residential	NR-2, Multiple Residence Nonrural Residential District
RMU, Residential Mixed-Use	No Consistent District
CMU-S, Commercial Mixed Use - Suburban	SCMU, Suburban Commercial Mixed Use
HMU-S, Highway Corridor Mixed-Use - Suburban	No Consistent District
NC, Neighborhood Commercial	C-1, Limited Commercial District
CC, Community Commercial	C-2, General Commercial District
RC, Regional Commercial	No Consistent District
TC-S, Tourist Commercial - Suburban	T-C, Tourist Commercial District
XX, Adult Use District	X, X-Rated District
LI-S, Light Industrial - Suburban	M-E, Industrial Estates District
HI-S, Heavy Industrial - Suburban	M-1, General Industrial District
SI, Service Industrial	No Consistent District
EMU, Employment Mixed-Use	No Consistent District
Historic Character Districts	
DD-5, Dual Residential, 5 Acre Minimum	DD-3, Third Dual Residential District (5 Acres)

Chapter 15.314.01 lists the LI-S zoning district development standards:

“15.314.01: LIGHT INDUSTRIAL - RURAL (LI-R) AND LIGHT INDUSTRIAL - SUBURBAN (LI-S):

A. Purpose: The purpose of this district is to provide areas for the development of research, light industrial, warehouse and distribution centers. The LI-R and LI-S Zoning Districts implement the industrial land use designation of the Master Plan in Rural and Suburban Character Districts.

B. Building Placement Requirements:

Setback:		
	From property lines abutting residential uses	25 feet
	From property lines abutting adjacent public ROW	20 feet
	From front property line if the building is oriented toward the street and accesses the public sidewalk	20 feet
	From property lines abutting Commercial or Industrial Zones	0 feet subject to applicable Building and Fire Codes
	Rear	0 feet subject to applicable Building and Fire Codes

C. Building Form Requirements:

Building height	See Miscellaneous Requirements
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Floor area ratio	n/a
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D. *Parking Requirements: See chapter 401 of this title, parking and loading.*

E. *Minimum Lot Requirements:*

Lot size	7,000 square feet (dependent on availability of water and sewer)
Lot street frontage width	See Miscellaneous Requirements
Average lot width	50 feet
Average lot depth	n/a

F. *Miscellaneous Requirements:*

1. *Minimum Lot Frontage: For the purpose of dividing property, minimum lot frontage shall be sufficient to provide adequate access and utility development, and meet applicable building setback, buffer, and development standards of the district. In no case shall the frontage be less than thirty feet (30') unless a property is served off a common driveway that is perpetuated through a recorded easement with the width acceptable to the applicable Fire District.*
2. *Height Limitations: No maximum height is established; however, when building height exceeds thirty five feet (35'), the setback requirements shall be increased by two feet (2') for each one foot (1') of building height in excess of thirty five feet (35'), as applicable to all setbacks. Subject to subsection [15.330.03E](#) of this title.*
3. *Open Space: A minimum ten foot (10') landscape strip shall be provided along the street frontage consisting of drought tolerant, low water consumptive plantings.*
4. *Buffer Area: When a parcel situated within this district adjoins any Agriculture or Resource Zoning District contained in chapter 310 of this title or any Residential Zoning District contained in chapters 311 and 312 of this title a buffer area shall be provided unless adjoining an Agriculture or Resource Zoning District, said buffer area (minus any area necessary for fire access around the building) shall be landscaped consistent with the requirements of chapter 401 of this title. If any part of the buffer area is separated from or sold to any contiguous or adjacent owner, lessee or user, the parcel so separated or sold shall be used only as a buffer area in accordance with the above requirements.*
5. *Performance Standards: See chapter 337 of this title, industrial performance requirements.*
6. *Design Standards: See appendix B, Lyon County Design Criteria and Improvement Standards on file in the County.*
7. *Requirements In Rural Character Districts:*
 - a. *See section [15.320.03](#), table 15.320-4 of this title, table of allowed uses Employment and Industrial Districts LI-R.*
8. *Requirements In Suburban Character Districts:*
 - a. *See section [15.320.03](#), table 15.320-4 of this title, table of allowed uses Employment and Industrial Districts LI-S.”*

As such, the property to be subdivided under review is appropriately zoned for the intended uses. The design and density of the proposed tentative industrial subdivision map application conforms to the requirements of the LI-S (Light Industrial – Suburban) zoning district regulations 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 project is not located within a Planned Unit Development.

C. The tentative subdivision map conforms to public facilities and improvement standards contained in this title;

Public Utilities:

Electrical service, natural gas, and communications facilities are located immediately adjacent to the subject parcel and as such, are readily accessible for the proposed development.

Fire Protection:

Central Lyon County Fire Prevention District (“CLCFPD”) has reviewed the application and had previous discussions with the applicants regarding the proposed development. CLCFPD will be a part of the review processes involved with the development of the hanger building as well as the interior tenant improvements associated with creating the individual unit spaces.

Recreational Facilities:

And as there is no residential development proposed as a part of the Dayton Valley Hanger Tentative Industrial Subdivision map and the parcel is merely 2.50 acres in size, there are no facilities proposed to cater to the recreational use/proposed recreational facilities such as trails, parks, public schools or hospitals on the subject site.

Access:

The subject parcel fronts directly onto Lakes Boulevard. As such, approval of an encroachment permit onto Lakes Boulevard from the Lyon County Roads and Fleet Department is required prior to the start of any site disturbance/site improvements on the subject parcel.

D. The tentative subdivision map conforms to the improvement and design standards contained in this title and adopted design criteria and improvement standards;

Per the reviewing agencies comments and recommended Conditions of Approval, the tentative industrial subdivision map would be in conformance to the improvement and design standards contained in Title 15 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;

The tentative industrial subdivision map only involves a single structure on a 2.50 acre parcel. As such, a phasing plan is not applicable in this particular case as the actual development will not take place over a number of years.

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 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;

Environmental and Health Regulations:

- Water Pollution: The State Department of Environmental Protection (“NDEP”) regulates storm water discharges through the Storm Water 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 Storm Water 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] Record of Survey for a development 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.
 - The developer is not required based on the size of the project to secure this permit from NDEP prior to the issuance of a site improvement permit.

Solid Waste:

Lyon County has a franchise agreement with Waste Management to deal with solid waste disposal.

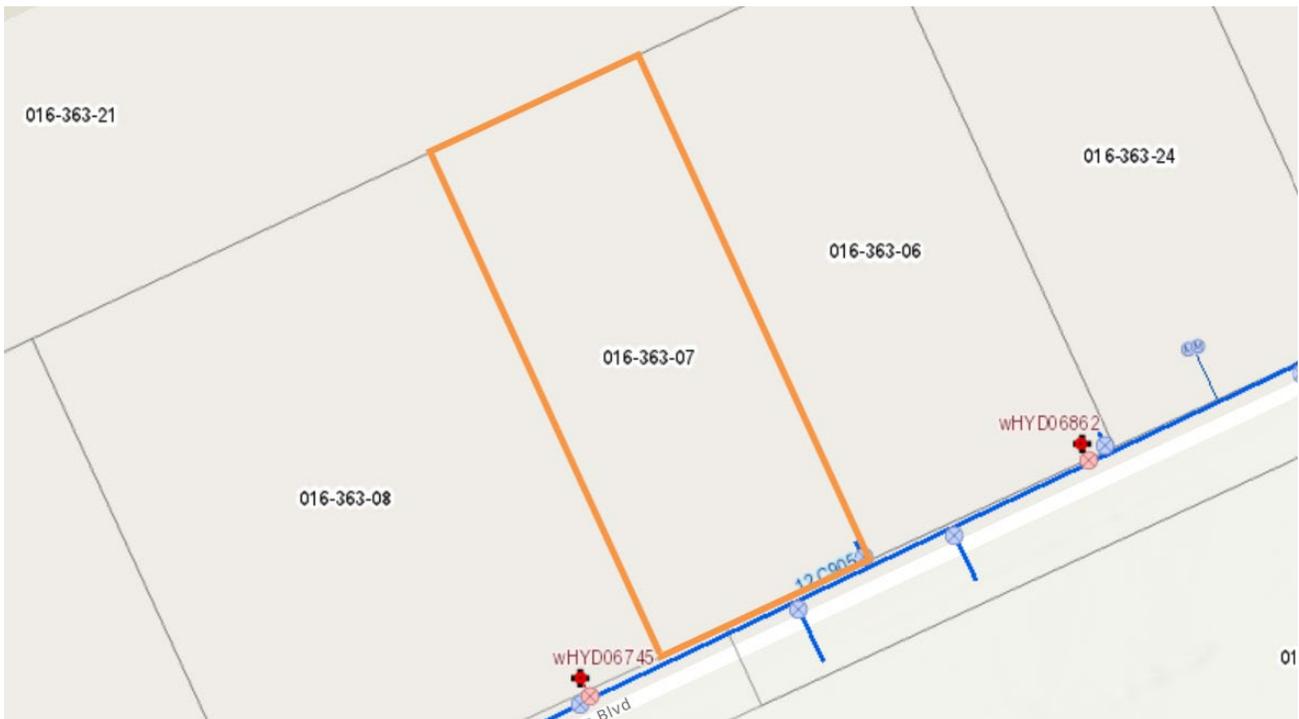
Water Supply:

The State Division of Water Resources (“DWR”) reviews final 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.

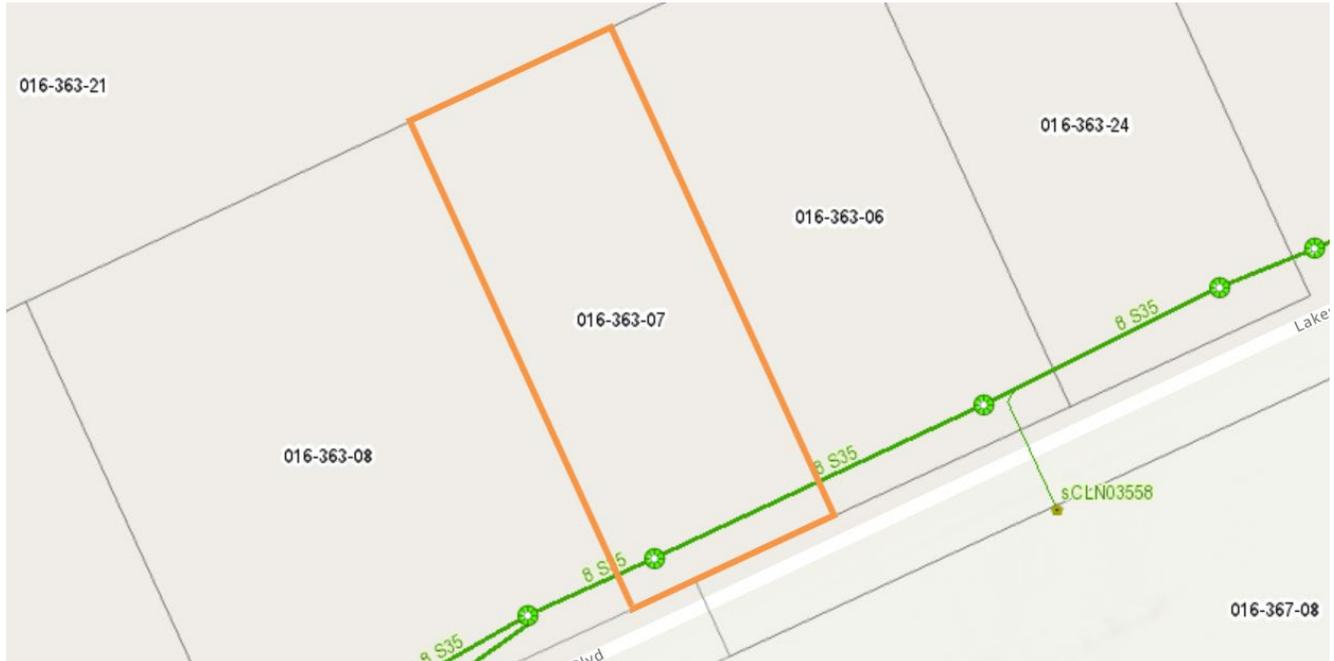
Facilities to Provide Water:

The subject parcel is located within the Lyon County Utilities Department (LCUD) water service area. The LCUD water facilities are located within the Lakes Boulevard right-of-way (the subject parcel outlined in orange with water lines in blue below).



Facilities to Provide Sewage Disposal:

The subject parcel is located within the Lyon County Utilities Department (LCUD) sewer service area. The LCUD sewer facilities are located within the property's boundary and outside of the Lakes Boulevard right-of-way (the subject parcel outlined in orange with sewer lines in green below).



H. The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;

Per Lyon County Code and state statute, the water rights dedication will be reviewed in depth by both Lyon County and DWR staff with the submittal and review of the final industrial subdivision map or Record of Survey for the development site. 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 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;

The development of the site will be as an industrial building with tenant spaces for sale. There will be no residential development associated with the development. As such, the demand for public services such as schools, police protection, transportation, recreation and parks is reduced.

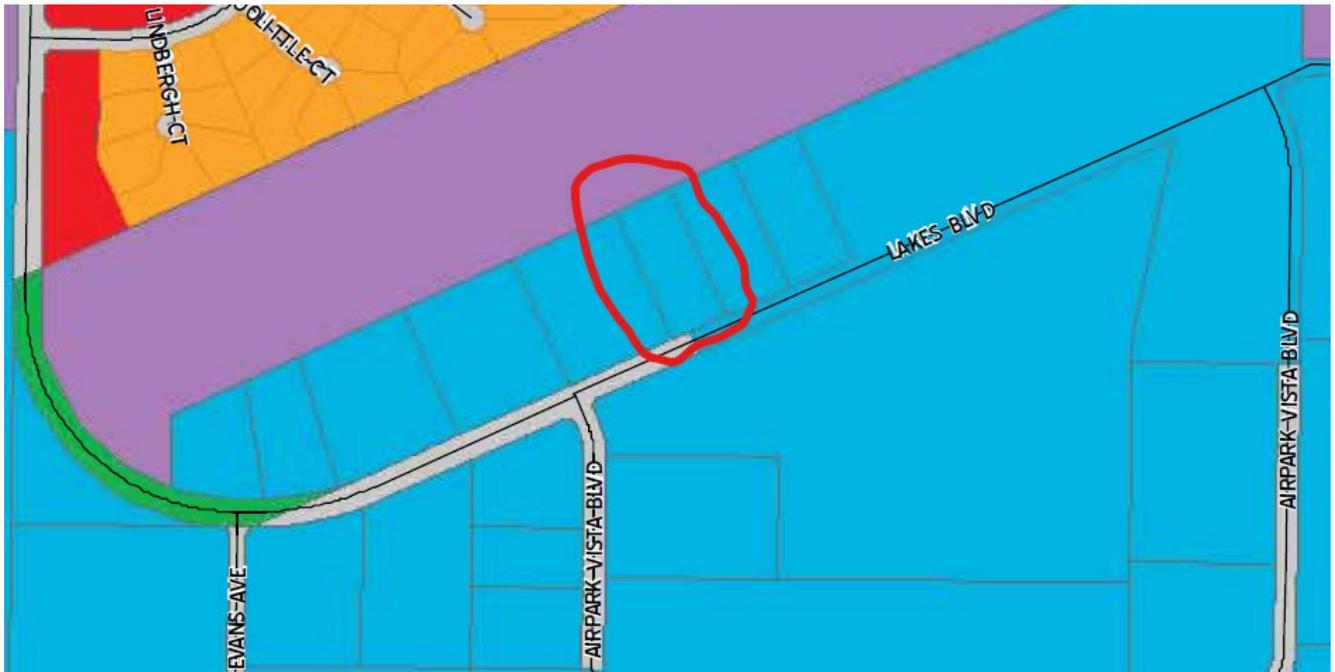
Police protection would be provided by the Lyon County Sheriff's Office.

Transportation is addressed above in Finding C in the staff report.

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 subject site is located in an area designated in the 2010 Comprehensive Master Plan as Employment. A detail from the 2010 Comprehensive Master Plan's County-Wide Land Use Map – Dayton is shown below with the subject parcel circled in red.



COUNTY-WIDE LAND USE MAP - DAYTON

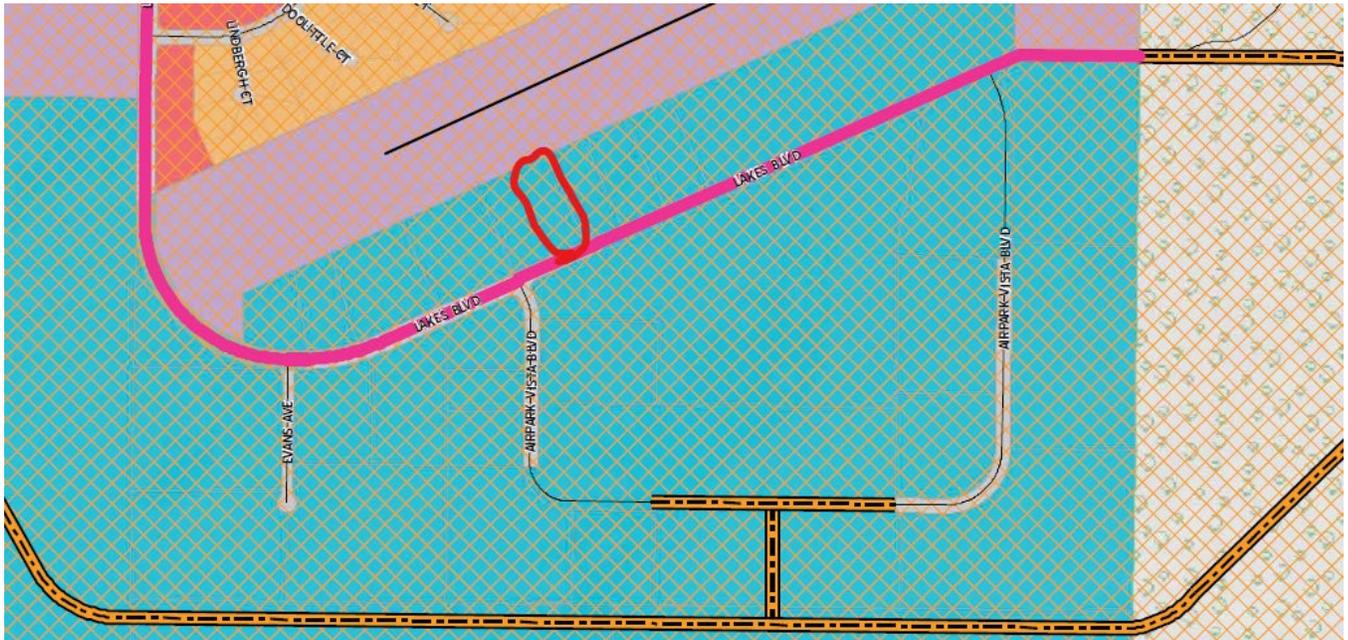
Legend

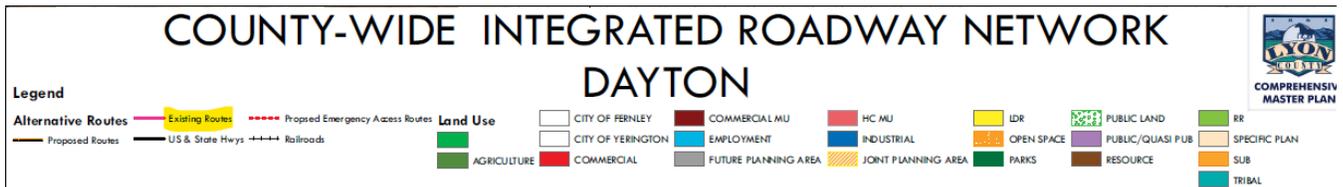
+++ Railroads	Land Use	□ CITY OF FERNLEY	■ COMMERCIAL MU	■ HC MU	■ LDR	■ PUBLIC LAND	■ RR	■ TRIBAL
--- Community Boundaries	■ AGRICULTURE	□ CITY OF YERINGTON	■ EMPLOYMENT	■ INDUSTRIAL	■ OPEN SPACE	■ PUBLIC/QUASI PUB	■ SPECIFIC PLAN	
▨ Planning Incentive Overlay	■ COMMERCIAL	■ FUTURE PLANNING AREA	■ JOINT PLANNING AREA	■ PARKS	■ RESOURCE	■ SUB		

The LI-S zoning district is one of the zoning districts included in the Employment land use designation in the 2010 Comprehensive Master Plan.

Master Plan of Streets and Highways:

Shown below is a detail with the subject parcel outlined in red from the 2010 Comprehensive Master Plan's County-Wide Integrated Roadway Network – Dayton.





The County-Wide Integrated Roadway Network – Dayton map does show that this segment of Lakes Boulevard to be designated as an existing route and there is no other regional transportation route that involves the subject site).

As such, staff believes the project is in general conformity with the Lyon County Comprehensive Master Plan and the master plan of streets and highways.

K. The project will have no adverse impacts, or provides adequate mitigation of adverse impacts, to existing public streets.

Staff has dispersed the Dayton Valley Hanger tentative industrial subdivision map application to the County Roads and Fleet Department for review and comment. The responses have been incorporated into the Conditions of Approval as recommended in the staff report. As such staff believes that the project as conditioned will provide adequate mitigation of any potential adverse impacts to 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

Flood Zone:

As noted earlier in the staff report, the subject site is located within the X-Unshaded Flood Zone per FEMA FIRM panel 32019C0475E (effective date: 01/16/2009). The X Unshaded flood zone designation indicates that the subject site is in an area of minimal flood hazard.

Physical and Topographic Attributes:

The subject parcel slopes gently towards the northeast. The subject parcel does contain a natural drainage course that runs through the southeast portion of the parcel and flows from the southwest to the northeast.

There are no physical or topographic attributes that would preclude development of the subject parcel.

Soils:

A geotechnical investigation was submitted with the application. The soils report submitted with the tentative subdivision map application state that the soil characteristics do not preclude the development of the project, provided the study’s recommendations are followed. All construction of improvements and structures must comply with the findings and recommendations for design and construction as presented in the geotechnical investigation and/or as required by the County Engineer.

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.

Central Lyon County Fire Protection District (“CLCFPD”) was forwarded a copy of the tentative industrial subdivision map application. Their comments have been incorporated into the Conditions of Approval.

Street Name Request:

The development has direct access onto Lakes Boulevard. As such, there is no need for subdivision street names.

DAYTON VALLEY HANGARS TENTATIVE MAP

UTILITY AND SERVICES :

SEWER/WATER: LYON UTILITIES
MIKE WORKMAN, DIRECTOR
34 LAKES BLVD.
DAYTON, NV 89403
(775) 246-6200 EXT. 15

FIRE DISTRICT: CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT
AMY SOLARO
231 CORRAL DRIVE
DAYTON, NV 89403
(775) 246-6300

POLICE PROTECTION: LYON COUNTY SHERIFF'S OFFICE

TELEPHONE: NEVADA BELL / AT&T
IRENE CONNORS,
RIGHT OF WAY ASSISTANT/ENGINEERING
(775) 448-9258

ELECTRICITY: NV ENERGY
JAMES R. SAAVEDRA,
DIRECTOR LAND SERVICES
P.O. BOX 10100
RENO, NV 89520
(775) 834-4011

CABLE TV: CHARTER COMMUNICATIONS
JIM NEFF, DESIGNER
(775) 850-1243

GAS: SOUTHWEST GAS COMPANY
LARRY GIBSON, ENGINEERING R & D
P.O. BOX 1190
CARSON CITY, NV 89702
(775) 887-2863

LEGAL DESCRIPTION:

DESCRIPTION
APN: 016-363-07

ALL THAT CERTAIN REAL PROPERTY SITUATED WITHIN A PORTION OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, LYON COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

PARCEL 1A-3A AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR JOHN LAWRENCE (NEVADA) INC. FILED FOR RECORD NOVEMBER 26, 1991 IN THE OFFICE OF THE LYON COUNTY RECORDER, AS FILE NO. 147040.

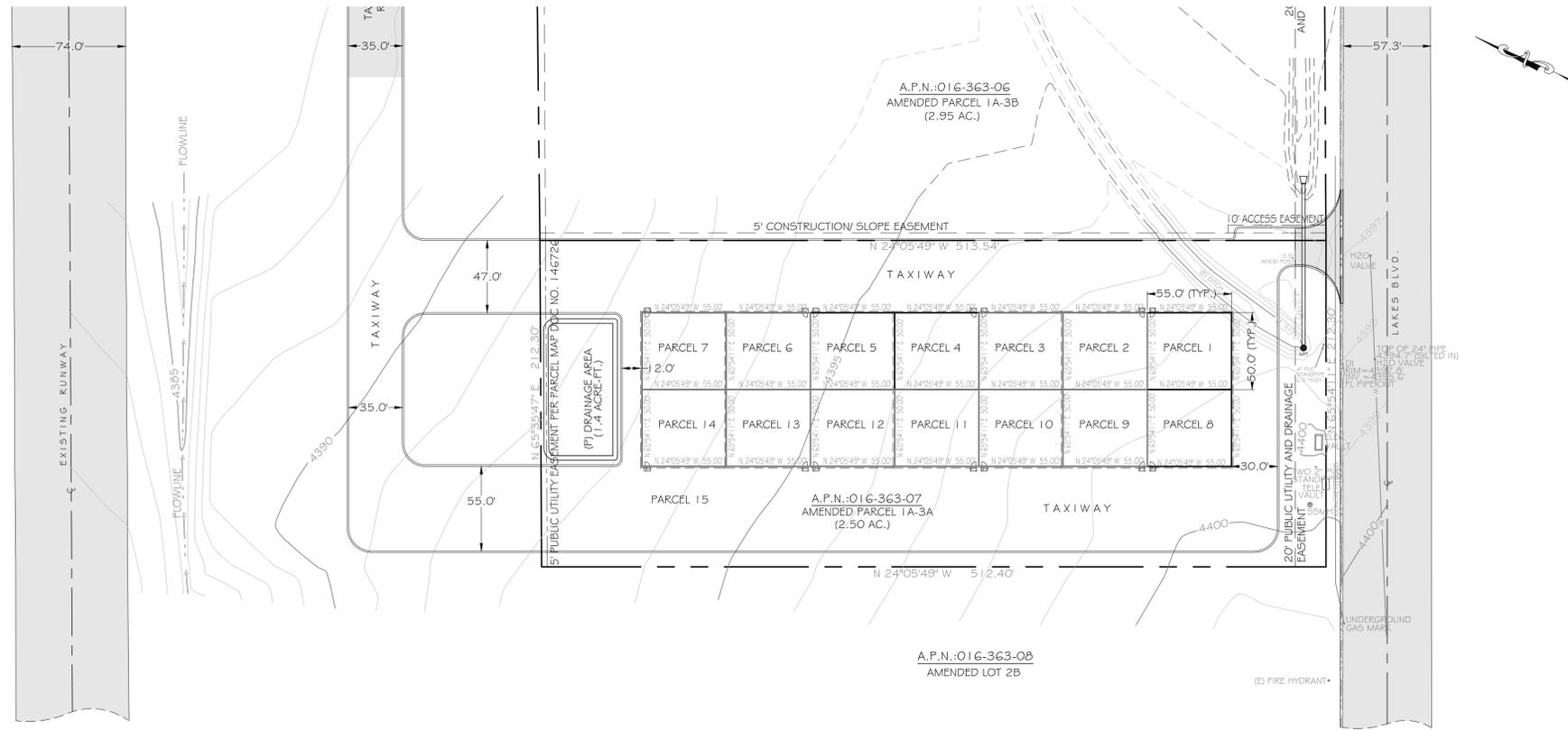
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 89°18'57" WEST, THE SOUTH LINE OF PARCEL 1A-3D AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR JOHN LAWRENCE (NEVADA) INC. FILED FOR RECORD NOVEMBER 26, 1991 IN THE OFFICE OF THE LYON COUNTY RECORDER, AS FILE NO. 147040.

PREPARED BY: RESOURCE CONCEPTS INC
TODD A. ENKE, P.L.S. 19734
340 N. MINNESOTA STREET
CARSON CITY, NV 89703

Call Two Working Days
Before You Dig!



Dig Safely. Dig Safely.
811



SITE PLAN
SCALE: 1"= 50'-0"

RECORD DRAWING NOTE

ALL INFORMATION SHOWN ON THESE PLANS HAS BEEN PREPARED BY, OR UNDER DIRECTION OF, THE UNDERSIGNED ENGINEER. ADJUSTMENTS MADE IN THE FIELD DURING CONSTRUCTION ARE INCLUDED HEREIN AND ARE BASED UPON FIELD OBSERVATIONS MADE UNDER THE DIRECTION OF OR BY THE UNDERSIGNED AND/OR INFORMATION RECEIVED FROM THE PROJECT OWNER, PROJECT CONTRACTORS, AND PUBLIC AGENCIES WHEN THE ENGINEER IS ADVISED IN WRITING OF SUCH CHANGE. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, CHANGES TO THESE PLANS NOT AUTHORIZED BY THE ENGINEER.

DATE _____ ENGINEER SIGNATURE (STAMP OR SEAL) _____
DATE _____ CONTRACTOR SIGNATURE _____

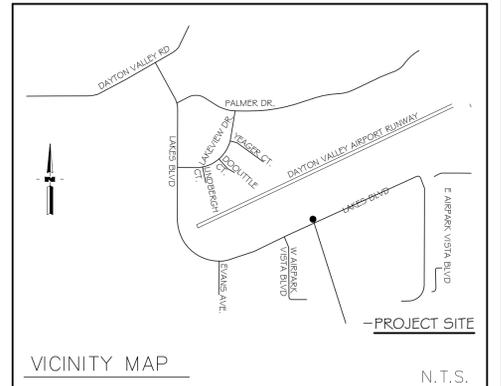


THESE PLANS HAVE BEEN PREPARED UNDER THE DIRECT SUPERVISION OF TIMOTHY K. FERRELL, P.E.

Tim Ferrell 8-11-20
TIMOTHY K. FERRELL, P.E. DATE
RCE NO. 12927
EXP. 06-30-21

PARCEL #	GROSS/NET ACREAGE
PARCEL 1	0.06±
PARCEL 2	0.06±
PARCEL 3	0.06±
PARCEL 4	0.06±
PARCEL 5	0.06±
PARCEL 6	0.06±
PARCEL 7	0.06±
PARCEL 8	0.06±
PARCEL 9	0.06±
PARCEL 10	0.06±
PARCEL 11	0.06±
PARCEL 12	0.06±
PARCEL 13	0.06±
PARCEL 14	0.06±
PARCEL 15	1.62
TOTAL	2.50

AREA SUMMARY
PARCEL 1-14 = 0.06± x 14 = 0.88± ACRES
PARCEL 15 (COMMON AREA) = 1.62 ± ACRES
TOTAL = 2.50 ACRES



SURVEY NOTES:

1. THE PROPOSED DESIGN IS BASED ON THE SURVEY PROVIDED BY "TURNER AND ASSOCIATES, INC." DATED OCTOBER, 2010 (JOB # 10133) AND AMENDED ON FEBRUARY, 2011.
2. THE PROPERTY LINE INFORMATION SHOWN HEREON IS FROM RECORD DATA AND DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS SURVEY HAS BEEN PREPARED WITHOUT USE OF A TITLE REPORT UNLESS REFERENCED HEREON, TURNER AND ASSOCIATES INC. ASSUMES NO RESPONSIBILITY FOR ANY EASEMENTS WHICH MAY AFFECT THIS PROPERTY.
4. PROPERTY OWNER AND/OR CONTRACTOR MUST VERIFY BUILDING SETBACKS AND ANY OTHER BUILDING RESTRICTIONS BEFORE ANY CONSTRUCTION.
5. ONLY VISIBLE UTILITIES AND FEATURES HAVE BEEN LOCATED.

GENERAL NOTES:

1. CONTRACTOR TO HAVE THE APPROVED LYON COUNTY PERMIT AND STAMPED PLANS ON SITE AT ALL TIMES DURING CONSTRUCTION.
2. ALL DEBRIS ON CONSTRUCTION SITES MUST BE CONTAINED AND REMOVED PERIODICALLY AS REQUIRED FOR SAFETY AND CLEANLINESS TO THE SATISFACTION OF THE LYON COUNTY.
3. UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED PRIOR TO DESIGN. CONTRACTOR SHOULD VERIFY ALL UTILITY LOCATION FOR POSSIBLE CONFLICTS. IF CONFLICT ARISES CONTACT F.C.E. FOR RE-DESIGN.
4. ALL WORK SHALL COMPLY WITH THE 2006 INTERNATIONAL BUILDING CODE AND ALL OTHER STATE AND COUNTY CODES.

PROJECT INFORMATION:

OWNER: RON WRIGHT
10513 INDIANHILL ROAD
NEWCASTLE, CA. 95658

ENGINEER: FERRELL CIVIL ENGINEERING
ATTN: TIM FERRELL
P.O. BOX 361
TAHOE VISTA, CA 96148
(530) 546-2752

PROJ. LOCATION: 126 LAKES BLVD.
DAYTON, NV

SHEET INDEX:

T1.1 - TITLE SHEET / EXISTING SITE PLAN
C1.1 - CONCEPTUAL GRADING & DRAINAGE PLAN

REVISION	DATE	DESCRIPTION	APPROVED	DATE

DRAWN BY: DPP DESIGN BY: TKF
CHECKED BY: TKF DWG: F:\BMP\DAYTON\FCE-CIVIL-2.dwg



CA #C 55546 NV #12927 ferrell@fcivil.com ph: 530.546.2752
P.O. Box 361, Tahoe Vista, CA 96148 www.ferrellcivilengineering.com fax: 530.546.4469

126 LAKES BLVD.

TENTATIVE MAP

LYON COUNTY

A.P.N.s: 016-363-06/07

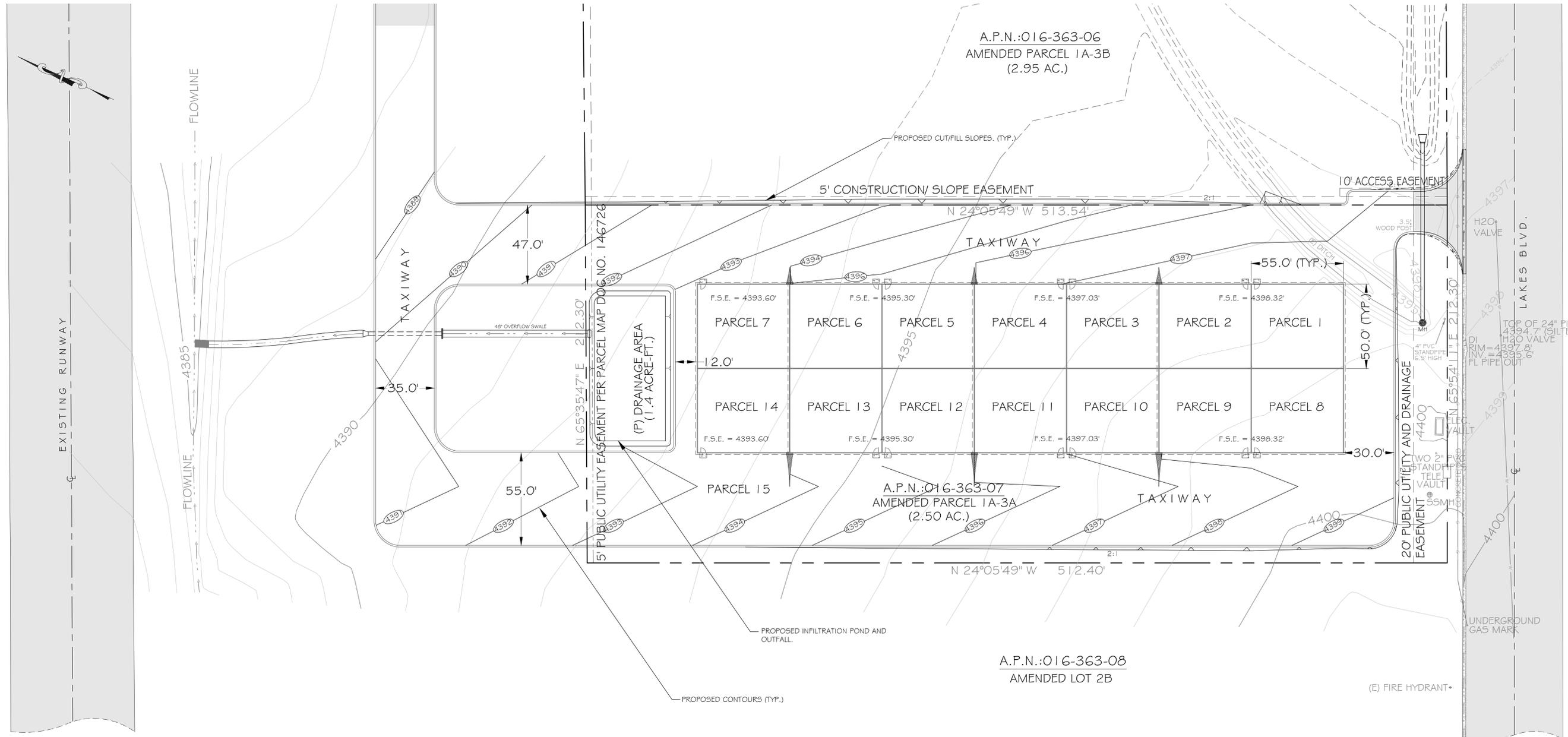
DATE: AUGUST 10, 2020

SCALE: 1"=50'-0"

NEVADA

W.D. NO. DAYTON

SHEET
T1.1
OF
2



GRADING AND DRAINAGE PLAN
SCALE: 1" = 30'-0"

LEGEND:

○	— FOUND AS NOTED
⊕	— MAN HOLE
104.9 X	— SPOT ELEVATION
[Stippled Pattern]	— DC GROUND COVER
[Solid Grey]	— ASPHALT PAVEMENT
[Dotted Pattern]	— CONCRETE
←	— DRAINAGE DIRECTION
---	— EASEMENT LINE
---	— PROPERTY BOUNDARY LINE

GRADING & DRAINAGE PLAN
DAYTON VALLEY HANGAR PROJECT

COMP.: DFP **DESIGN:** TKF **REV.:** DATE **DESCRIPTION:** APPROVED DATE

BRWN: DFP **PRJ.ENG.:** TKF

WORK ORDER:

SCALE: 1" = 30'-0"
HORIZONTAL:
VERTICAL:

CAD: **DATE:** AUGUST 10, 2020

Ferrell Civil Engineering
CA # 55548 NY # 12927 ferrell@ferrell.com
P.O. Box 361, Tahoe Vista, CA 96148 PH: 530.546.2752 FAX: 530.544.4469

C1.1

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE

Dayton Valley Hangar Project
Dayton, Nevada 89403
Lyon County Assessor's Parcel No.
016-363-007

Prepared for: Lyon
County Community
Development
Department
Yerington, Nevada

Prepared by:
Brian A. Matthews
Dayton, Nevada 89403
775-230-8125
bamatthews@yahoo.com

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

Table of Contents

Introduction1

Project Summary1

 1. Project Location.....1

 2. Size and Existing Conditions.....2

 3. Water Availability5

 4. Electricity Availability5

 5. Telephone Availability5

 6. Natural Gas Availability.....5

 7. Sewage Disposal.....5

 8. Fire and Police Protection6

 9. Legal Access.....6

 10. Schools6

 11. Parks and Recreational Areas6

 12. Commercial and Shopping Areas6

 13. Road Construction and Maintenance.....6

 14. Restrictive Covenants6

 15. Adjacent Ownership, Zoning and Land Use7

 16. Traffic Impacts8

 17. Stormwater Impacts.....8

 18. Solid Waste Disposal.....8

 19. Project Characteristics8

Project Findings9

List of Figures:

 Figure 1- Vicinity Map2

 Figure 2- Existing Site Conditions (Site Photos).....2

 Figure 3- Proposed Development Site Plan.....4

 Figure 4- Existing Zoning.....7

List of Tables:

 Table 1 – Development Summary2

 Table 2 –Adjacent Parel Ownership, Zoning and Land Use7

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

Appendices:

Appendix "A" – Tentative Map Application including Affidavits

Appendix "B" – Tentative Map (Reduced)

Appendix "C" – Will Serve Letters

Appendix "D" – Conceptual Drainage Report

Appendix "E" – Geotechnical Investigation

Appendix "F" – Preliminary Title Report

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE Dayton Valley Hangar Project

Introduction

This Feasibility Report has been prepared to support the Tentative Map application submitted to Lyon County for the proposed Dayton Valley Hangar Project located at 126 Lakes Boulevard Dayton, Nevada. The Dayton Valley Hangar Project is consistent for this property, as it is located adjacent to the Dayton Valley Airport.

The Dayton Valley Hangar Tentative Subdivision Map provides for the creation of fourteen (14) hangars within the current "Employment and Industrial" Land Use district and is described as "Industrial" on the Assessors Role. Please refer to Appendix " B" for reduced prints of the Tentative Map for this Project.

Project Summary

This application presents a tentative subdivision map request to allow for the creation of individual parcels for the hangars within a single building on the existing 2.5-acre site in Dayton Valley Nevada.

Fourteen (14) separate hangars are planned under the Tentative Map which will be created with the Final Map for this project. The project is consistent with Lyon County Land Use regulations for the existing "Employment and Industrial" Land Use on the property.

The project is planned to meet the need for additional hangars associated with the Dayton Valley Airport. The property is 2.5 acres which will be divided into 14 separate individual hangars operated by private pilots who wish to own and use the airport as a primary flight location to store, access, and fly their planes. The remaining common area will be used for taxiways and for the benefit of the hanger owners. The site will not inhibit airway operation as the proposal is to connect a taxiway from the subject site to an existing taxiway that connects to the runway. Additionally, there is no need to cross publicly maintained rights-of-way to access the airport runway. The taxiway has been designed to allow for future extension of the taxiway to the west, to existing vacant parcels along Lakes Boulevard. Specific development plans are dependent on market conditions but will all be subject to current and future Lyon County Development requirements at the time they are proposed. All hanger units will have their own utilities and the pilots will own the footprint of the hangars. To allow for the access of each hanger, the remainder of the parcel will be classified as common area which contains a taxiway on the west and east side of the building and other site improvements. This parcel will grant access and have blanket easements as needed.

The entire Tentative Map Package includes the Overall Parcel Plan, Lot Dimensions and Areas, and a Grading and Drainage Plan included in Appendix " B" of this report.

1. Project Location

The site is at 126 Lakes Boulevard and is 2.5 acres which is presently undeveloped. The site is bound by Lakes Boulevard to the south and the existing Dayton Valley Airport runway to the north. The adjoining parcels to the west and east are currently vacant. The primary access is from Lakes Boulevard. Figure 1 depicts the project.

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

2. Size and Existing Conditions

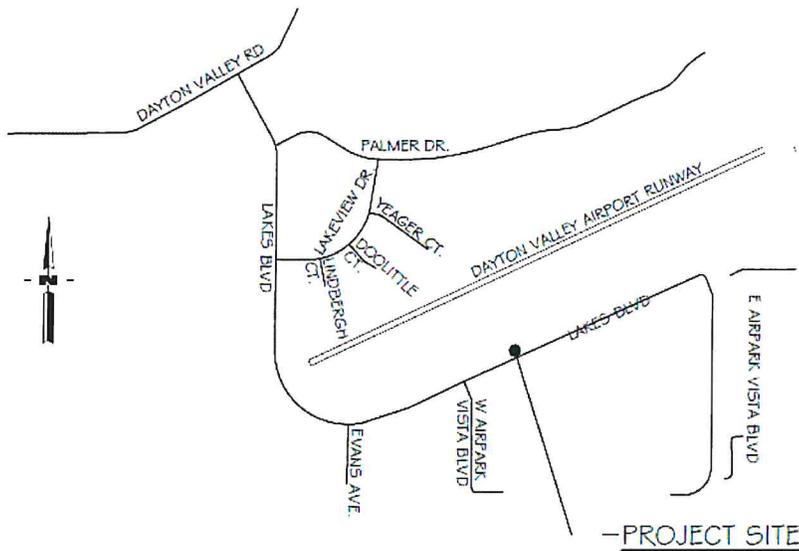
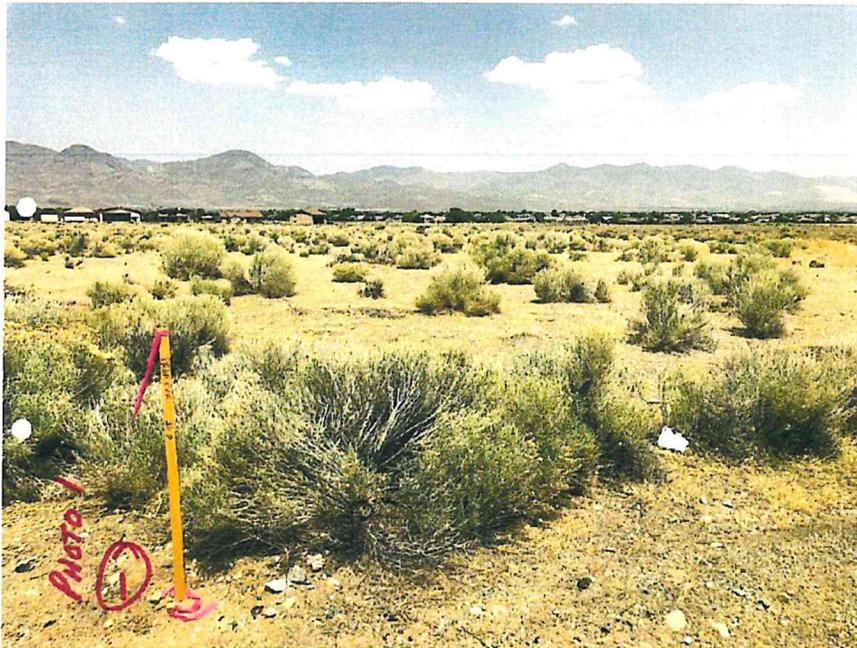


Figure 1 - Vicinity Map

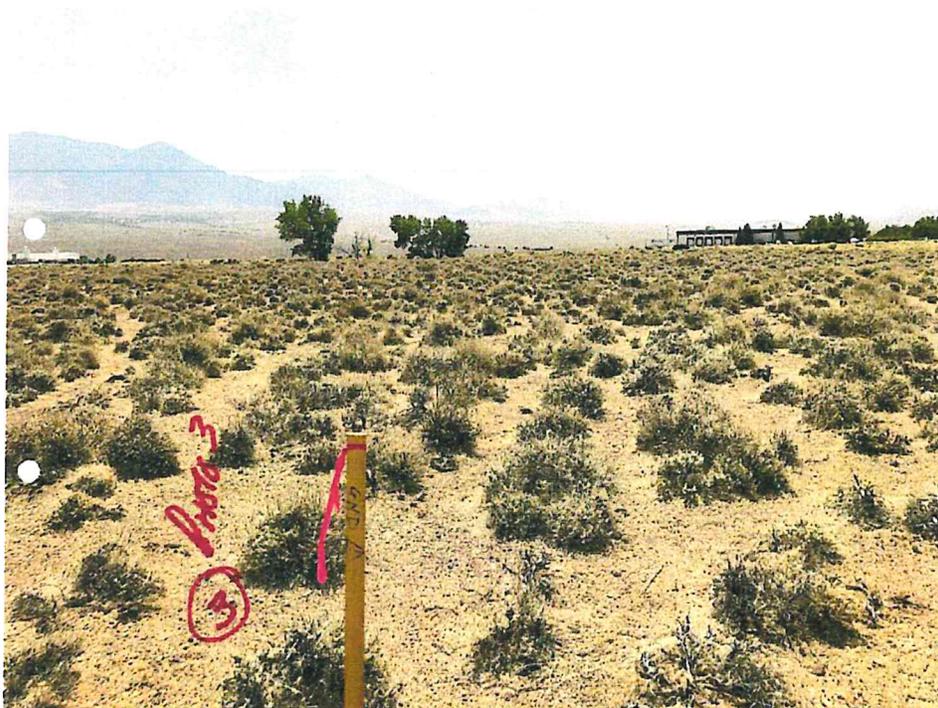


SE Corner of Site looking North

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project



SE Corner of Site looking East



SE Corner of Site looking South

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE

Dayton Valley Hangar Project



SE Corner of Site looking West

Figure 2: Four Photos of the existing site.

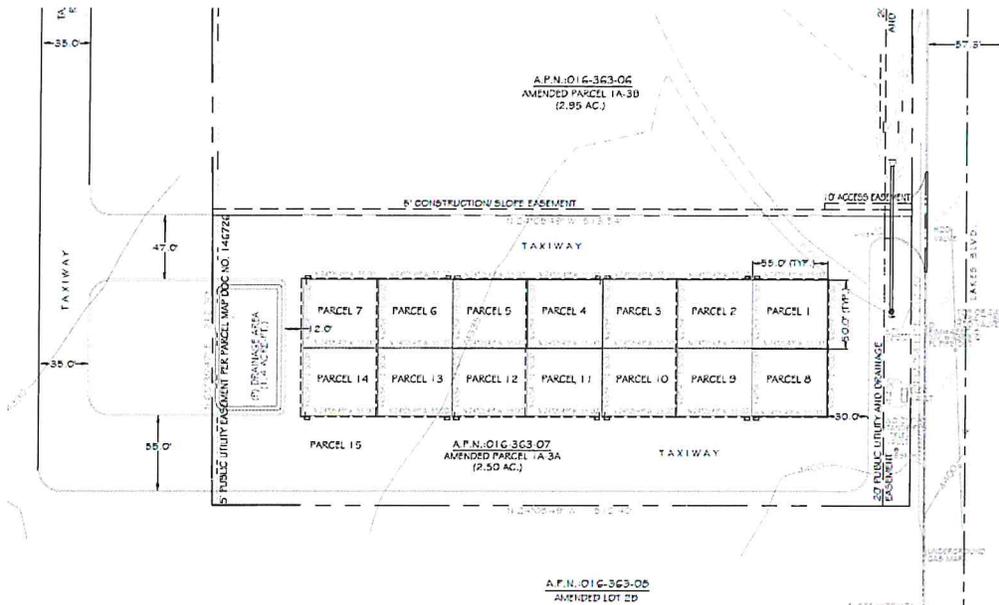


Figure 3 - Proposed Development Site Plan

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

Table 1. Development Summary of the proposed project.

Parcel No.	Acreage	Parcel No.	Acreage
1	0.06+/-	8	0.06+/-
2	0.06+/-	9	0.06+/-
3	0.06+/-	10	0.06+/-
4	0.06+/-	11	0.06+/-
5	0.06+/-	12	0.06+/-
6	0.06+/-	13	0.06+/-
7	0.06+/-	14	0.06+/-
(Parcel 15 is the Common Area)		15	1.62
		Total	2.50

3. Water Availability

Domestic water for this project will be provided by Lyon County Utilities. A Will-Serve letter application has been submitted to Lyon County. Water is available in the vicinity and it is anticipated that Lyon County Utilities will provide water for this site, request attached to this report in Appendix "C." Water Rights are held by Lyon County for this parcel up to 0.50 acre-feet annually (AFA). Actual water allocations will be dependent on the actual use and demand required for this development.

4. Electricity Availability

Electric service for this project will be provided through NV Energy. A Will-Serve letter has been requested of NV Energy and we are awaiting their reply, request attached to this report in Appendix "C."

5. Telephone Availability

Telecommunications for this project will be provided through AT&T. A Will-Serve letter indicating that service is available is attached to this report in Appendix "C."

6. Natural Gas Availability

Natural Gas service for this project will be provided through Southwest Gas Corporation. A Will-Serve letter indicating that service is available is attached to this report in Appendix "C."

7. Sewage Disposal

Sanitary Sewage disposal for the project will be provided by Lyon County Utilities. A Will-Serve letter application has been submitted to Lyon County. Sewage is available in the vicinity and it is anticipated that Lyon County Utilities will provide sewage for this site, request attached to this report in Appendix "C."

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

8. Fire and Police Protection

The project site is served by the Central Lyon County Fire Protection District. Fire Station #39 located at 460 Dayton Valley Road is the nearest station to the site approximately 1.3 miles north of the property. Police service for the project will be provided by the Lyon County Sheriff's Office with their Dayton Substation located at 801 Overland Loop, approximately 8.2 miles north-east of the site.

9. Legal Access

Primary Access to the project is from Lakes Boulevard, off of Dayton Valley Road, both of which are paved and are maintained by Lyon County Roads Department.

10. Schools

Schools that serve the area are Dayton Elementary School, Dayton Middle School and Dayton High School. The Dayton Elementary School, Dayton Middle School and Dayton High School are located off Dayton Valley Rd, approximately 1.9 miles west of the site. Although residential land use is not planned for this project, a review of the Lyon County School District website indicates that the closest elementary school bus stop is located at 125 Hillcrest Circle approximately 1.6 miles to the northeast of the project site. The nearest middle/high school bus stop is located at 607 St Andrews Dr, approximately 2.5 miles to the northeast of the project site. Based upon the location of the bus stops this site is in the zone for walking or drop off and pick up from the schools.

11. Parks and Recreational Areas

Lyon County Parks near the project include Eldorado Canyon located approximately 2.5-miles southwest of the project on Old Como Rd. The Dayton Valley Dog Park located adjacent to the Dayton Skate Park, Como Park, and the Dayton Ball Field Park, approximately 2.3 miles north-west of the project site.

12. Commercial and Shopping Areas

There are retail commercial shopping centers, restaurants, retail stores and services located in Dayton. The closest commercial businesses are the Corner Store gas Station at Dayton Valley Road and Lakes Boulevard and River Vista off Dayton Valley Road. Grocery Shopping is from Highway 50 East at Smiths and Grocery Outlet.

13. Road Construction and Maintenance

The improvements associated with this subdivision will be on the site or within the Dayton Valley Airport. The only roadway improvements will be a driveway approach onto Lakes Boulevard.

14. Restrictive Covenants

The development will have Restrictive Covenants for the common property adjacent to

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

the hangers. If requested, a copy will be presented to Lyon County concurrently with the submission of the Final Subdivision Map for the project.

The Airpark Estates Home Owners Association (HOA) owns the property that contains the Runway. This property owner has been in contact and will work with the HOA to construct improvements on their property.

15. Adjacent Ownership, Zoning and Land Use

The existing property has a land use of “Employment and Industrial” (Blue). The project is bordered by “Public/Quasi Public” (Purple) to the north, where the Airport Runway is located. The parcels to the south, west and east are also designated as “Employment and Industrial”. Figure 4 shows the current land use of the subject parcel (red box) as well as the land use of surrounding parcels. Table 2 identifies the adjacent parcels and includes current legal ownership, Land Use and “Present day” use for each parcel.

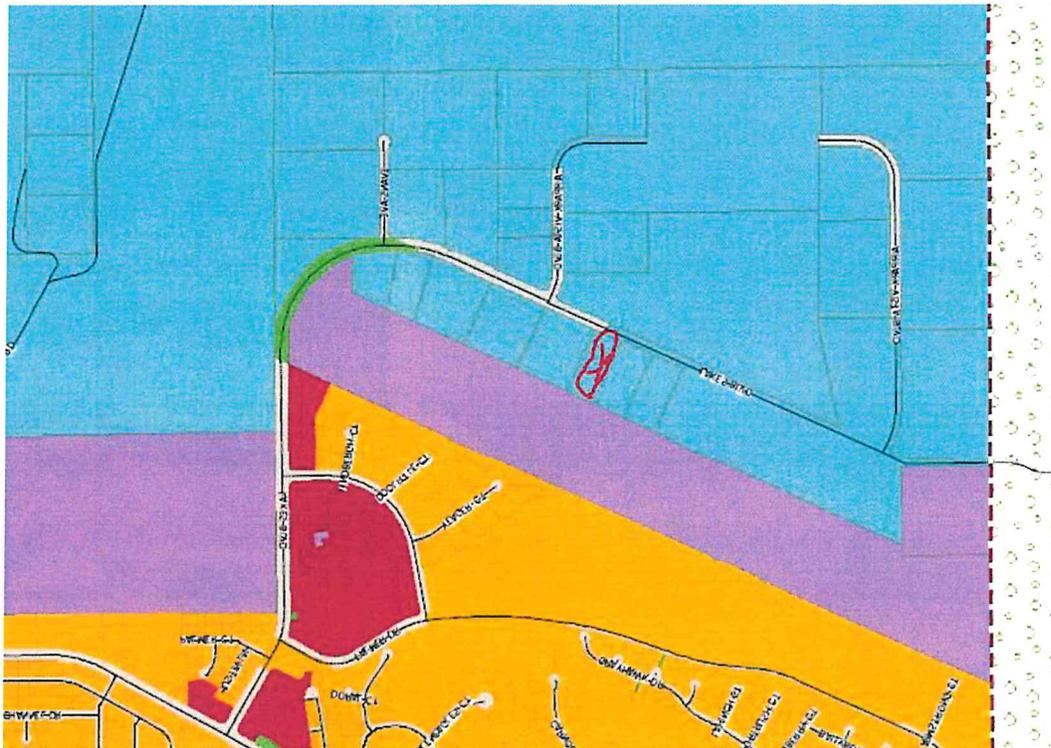


Figure 4 - Existing Land Use

Table 2. Adjacent Parcel Ownership, Land Use and Present Use.

Parcel No.	Legal Ownership	Land Use	Present Day Use
016-363-06	Yen-Wright, Elena Suhmin Tr	Employment and Industrial	Vacant
016-363-08	Atlas Development, LLC	Employment and Industrial	Vacant
016-363-21	Airpark Estates Home Owners Association	Airport considered Quasi Public	Active Airport

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

16. Traffic Impacts

The engineer, Timothy K. Ferrell, wrote a letter describing the traffic impacts of this development. He expresses in his letter that due to the nature of these type of development daily access is rare and they are often not accessed for long periods of time. Due to the nature of this type of development, he anticipates the worst case having a peak hour trip of 14, assuming that all hangers are being used on the same day.

17. Stormwater Impacts

As presented in the Conceptual Drainage Report prepared by Brian A. Matthews, P.E for this project and included as Appendix " D." As noted in this analysis, the offsite drainage comes from the runoff from Lakes Boulevard and will be perpetuated through the site to the site to the east. The owner of the parcel to the east is the wife of the subject property owner, however, he is in the process of putting that property into his name.

The onsite storm water will be collected onsite and sent to a detention basin where it will be detained so that the post development flow is equal to or less than the pre-development flow according to the Drainage Guidelines for Lyon County.

Final storm drainage improvements will be designed prior to submission of the Final Map improvement plans at which time a detailed hydraulic analysis will be prepared supporting the improvements.

18. Solid Waste Disposal

The project area is served by Waste Management for solid waste disposal.

19. Physical Characteristics

The site is vacant and site vegetation on the project site is dominated by sage brush, cheatgrass and other low shrubs. The project site slopes gently downward from the south to north at approximately 1.5% and has an average elevation of 4395 feet. A Geotechnical Report was created for this site by Soils Engineering, LLC and the report describes the soils as “relatively uniform materials”, with “moderately dense silty sand soils with gravel and cobbles”. No ground water was encountered to the depth of 10’. Please refer to Appendix “E” for the Geotechnical investigation.

The property is on a FEMA panel that is not printed but is described as FEMA Panel 320 1 9C 0475E and Dated January 16, 2009.

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

Project Findings

Applicable legal findings for the approval of the tentative map are addressed below. Each finding is listed in *italics* type below and is addressed in bold type immediately following each finding.

Tentative Subdivision Map Findings

Pursuant to the requirements of Nevada Revised Statutes-NRS 278.349, Subsection 3, "The governing body, or planning commission if it is authorized to take final action on a tentative map, shall consider: "

- 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;*

As detailed in the attached engineering reports and plans, the project is in compliance with applicable Lyon County standards. All hangers will be served by municipal water and sewer along with solid waste disposal service. Construction will be conducted in accordance with applicable NDEP requirement for water and air pollution.

- b) *The availability of water which meets applicable health standards and is sufficient in quantity for the reasonably foreseeable needs of the subdivision;*

Water will be provided by Lyon County Utilities with "banked" water rights for this project sufficient for development up 0.50 acre-feet annually (AFA). Additional water rights will be secured and dedicated to Lyon County Utilities as required.

- c) *The availability and accessibility of utilities;*

Water, Electric, Telephone, Natural Gas and Sewage Disposal utilities are all available and in reasonable proximity to the site.

- d) *The availability and accessibility of public services such as schools, police protection, transportation, recreation and parks;*

Since this project is a hanger development, it is not anticipated to generate a need for school services. The Elementary, Middle and High Schools are located close to the project site. The Lyon County Fire Department and Sheriff's Department substation are located under 10 miles to the site. Roadway transportation is available to the project site. Several Recreation and Parks facilities are approximately 2 miles from the 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;*

TENTATIVE MAP FEASIBILITY REPORT & SUBMITTAL PACKAGE
Dayton Valley Hangar Project

The project is in conformity with the Lyon County Master Plan and Current Land Use for the parcel.

- j) *General conformity with the governing body's master plan of streets and highways;*
 The project will not be modifying existing streets or adding to them and will be in general conformity with the Dayton Roadway Network Plan contained in the 2010 Master Plan.
- g) *The effect of the proposed subdivision on existing public streets and the need/or new streets or highways to serve the subdivision;*

Due to the on and off visitation to the hangers, it is not anticipated that traffic to the development will impact existing public streets and that the existing roadways will be able to manage any increased traffic from this development.

- h) *Physical characteristics of the land such as floodplain, slope and soil;*

The site is located north of Lakes Boulevard and there are improved industrial buildings to the south of Lakes Boulevard. The offsite water slopes to the north-east, away from this site. Due to the existing conditions, it is not anticipated that flooding will be an issue at this site. FEMA has not printed a map to define the floodplain in this area. Local drainage impacts will be managed through the site. The site has a gentle slope of about 1.5% with favorable soil conditions.

- i) *The recommendations and comments of those entities and persons reviewing the tentative map pursuant to [NRS 278.330](#) to [278.3485](#), inclusive;*

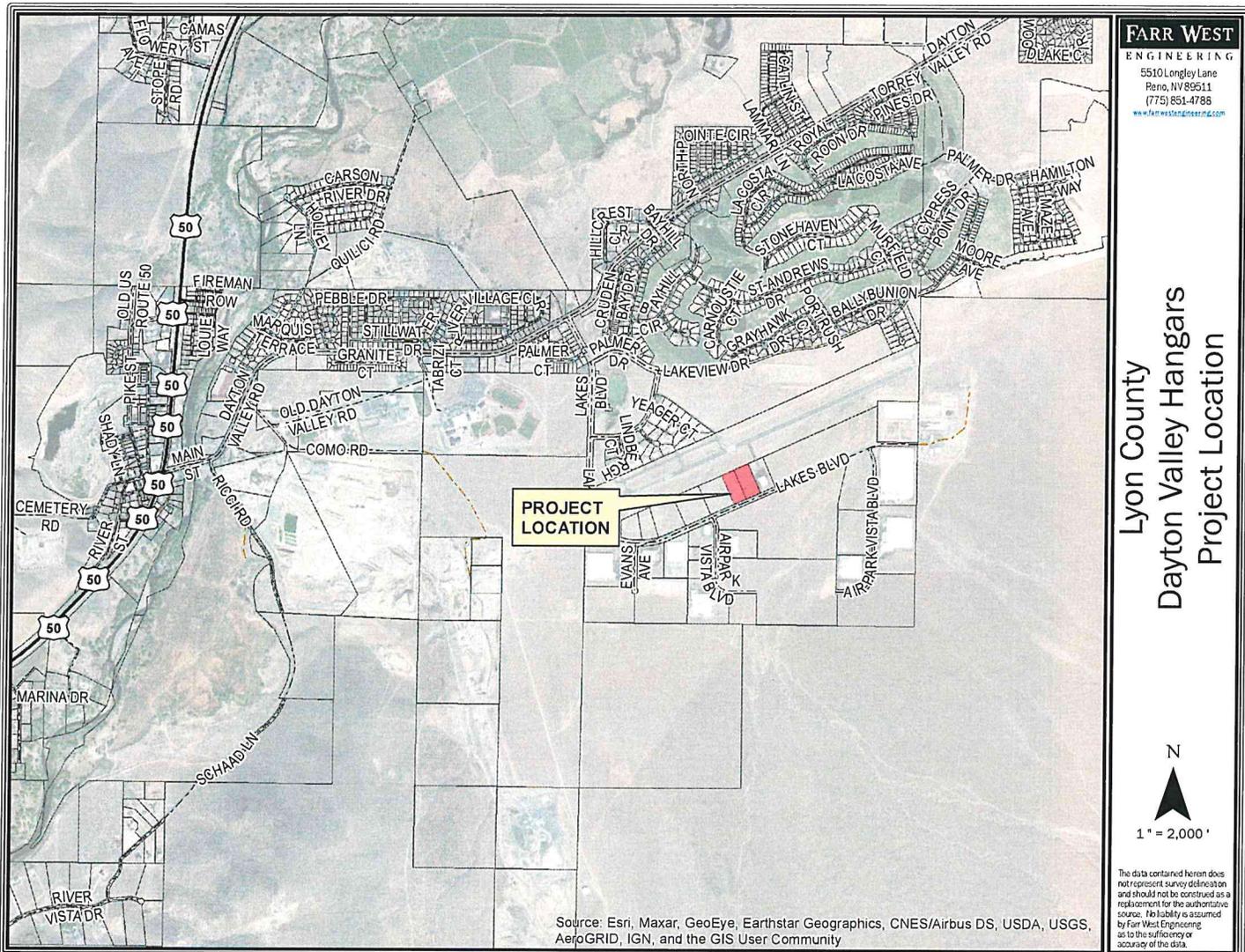
Conditions of approval of this Tentative Map will be incorporated with project design and the Final Map for the project.

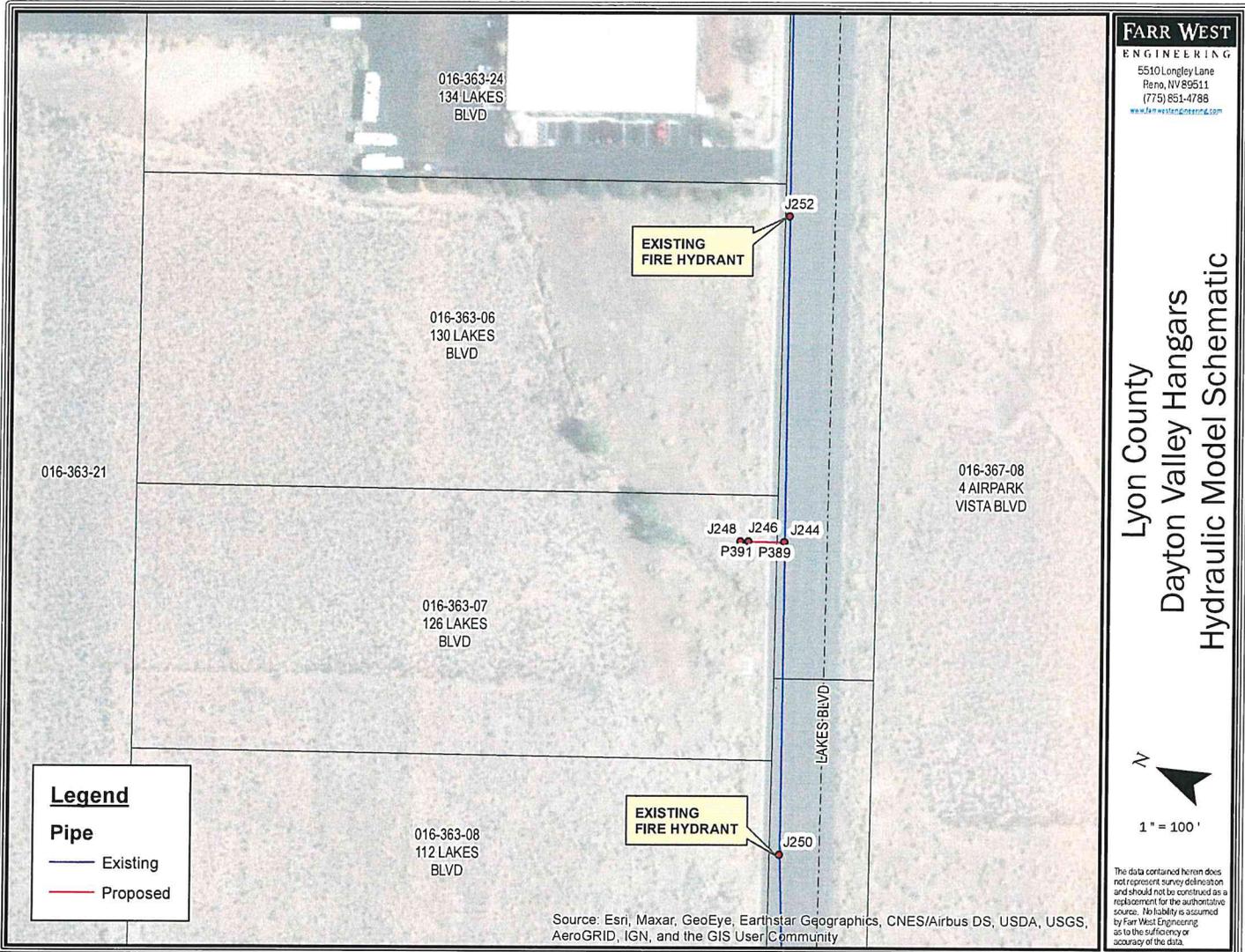
- j) *The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands; and*

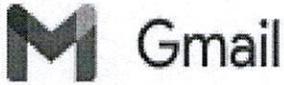
Adequate fire protection services will be provided by the Central Lyon County Fire Protection District, with a Fire station 1.3 miles away. A fire analysis/water analysis report was generated by Farr West Engineers for this site and the water pressure and flow capacity are sufficient for the development of the site. At least one fire hydrant is planned to be installed on the site.

- k) *The submission by the subdivider of an affidavit stating that the subdivider 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 subdivider or any successor in interest.*

The subdivider will submit necessary affidavit providing for payment of necessary taxes on transfers of real property in accordance with the requirement of NRS 375 and for compliance as applicable to the requirements of NRS 598.0923, subsection 5.







Item #16.a

Erin Lopez <elopez@lyon-county.org>

Dayton Valley Airpark Hangar Project (BOCC Hearing March 4, 2021)--(Interested Person Public Comment

1 message

Mavic <mavicq500@charter.net>
To: "Lopez, Erin" <elopez@lyon-county.org>
Cc: Kerry Page <kpage@lyon-county.org>

Tue, Mar 2, 2021 at 11:34 AM

To: Lyon County Board of Commissioners

From: Kirk and Joanne Stockham (775-241-2712) Dayton, Nevada

Subject: Public Comment **Dayton Valley Airpark Hangar Project** for Hearing on March 4th, 2021

Dear Commissioners:

My wife and I live at 411 Armstrong Court, Dayton, Nevada, as Dayton Valley Airpark homeowners. We are Co-owners of the Airpark by and through the Home Owners Association. We have lived here for five years. I am a licensed FAA pilot with hundreds of hours of flight time. I am a retired "Professional and Licensed Computer Forensics Investigator" with thirty plus years in the high tech investigation area, Court qualified as an expert several times in this field, including Nevada Courts. I am also a Digital Camera expert and hobbyist of many years. My wife is a retired Cardiology Nurse of about thirty years.

What brought the Dayton Valley Airpark Hangar Project to our attention was an "Affected Property Owner" notice that I recently received by mail from Lyon County. We also know of the project from Home Owner Association communications. I then looked up the case and read the "Staff Report" by Lyon County Planner Rob Pyzel. I phoned him and discovered he is an easy to "talk to" planner, friendly, with experience and talent. I asked about his report and illustrations covering drainage issues, water flowlines, overflow swale, drainage areas, flow pipe outs, etc. I advised him his staff report findings were inconsistent with my "Flash Flood Study 2016-2019" that we did with actual high quality ground photography and video, and aerial photography and video. Because we live on the "front lines" of the Flash Flood problem here, we have documented the problem in detail, including aerial photography and video of Flash Floods in progress supplemented by ground photography and video, all recently done. I know the Flash Flood water flows as they happen, and recorded them. We know what the solutions are.

Planner Pyzel seemed interested but reminded me that the South Dayton Valley Drainage Master Plan Study concluded its study and reports, therefore the time to show my "Flash Flood Study" was too late because the time for public input had expired.

Fortunately, I attended all of the South Dayton Valley Drainage Plan public gatherings, and gave input as a home owner directly threatened by the Flash Flood problem, with photographic proof, and my personal experience of being "IN" the Flash Floods of January, 2017 and others, that followed. I heard and saw the 2017 Flash Flood, in progress. At night it sounded like "Yosemite Waterfalls" as the water rushed down from the Pine Nut Mountains and their

Alluvial plains flooding in and around our home and others. With a neighbor I drove around tracing the water sources causing these very loud waterfall sounding flash flood water flows. Some were indeed waterfalls, up, through and over Lakes Blvd near the planned Airpark Hangar Project, and near the Lyon County Water Treatment plant and Utility Yards. At that time I discovered the Dayton Valley Airpark had no flash flood protection due to neglect. With another neighbor we documented the flood waters and damage with High Definition ground and aerial photography. I also had 2016 Aerial photography that showed how the area was unprotected. The main Lakes Blvd drainage ditch, curb drains, and other pathways were non-functional since the main ditch north of Lakes Blvd was "gone" due to desert overgrowth, dirt and debris.

In 2017 we turned in our first photography and written reports to then Lyon County Utilities Director Mike Workman, who was on-scene checking the severe 2017 Airpark flood damage. The documentation was encouraged by Mr. Workman, while on-scene. I turned in the report a few days later, to his office. Mr. Workman has since retired. Even I was stunned when I reviewed our photos and videos showing the ferocity of these Flash Flood events.

Our flood reports, studies, with high definition quality video and photos, continued capturing more flood events, all suggesting--obvious solutions. The video and photo library is large and was turned in to Lyon County by and through "Lumos and Associates" during one of the public events for the Lyon County Dayton Valley Drainage Master Planning. I showed some of the material and received approval to turn in our photos and video. Lumos and Associates is one of the sub-contractors for the Lyon County FEMA funded study, who received our study on a portable USB Hard Drive unit. My contact was one of their Project Engineers, of their Engineering Division representing Lyon County at these public meetings. At this point I had turned-in detailed flood studies with "in progress" flooding documentation to Lyon County via Mr. Workman and Lumos and Associates.

I explained some of this to Planner Pyzel, and he made a supplemental idea after I suggested that he did not know of our study and possible other results from the Lyon County Drainage studies with additional material from the public. He did not want to receive the "hard drive" unit, but suggested I use an online "large file" transfer service like "Drop Box" to get some of the material to him, since he works from home. I may do that, if he truly does not have access to the same material that I already had turned in previously to Lyon County. It is my respectful opinion that the Staff report would have been different regarding "drainage" issues from the Airpark Hangar Project, if our study had been reviewed, even just the parts that show flash flooding and in-progress flash flood water flows in winter and summer-- in, under, and around 126 Lakes Blvd, the Hangar Project location.

Synopsis of the Lakes Blvd Flash Flood Problem: To keep this public comment short I will summarize the problem and solution. All of the following can be shown from photos and video, already turned in to Lyon County.

Summary: From many very easy vantage points, one can look up to the Pine Nut Mountains, just south of Dayton, and see the many many Flash Flood channels. Some are as big as small rivers, and easily reveal themselves from the growth of trees and bushes growing from their small and large flow canyons. They have been there, probably for centuries. They terminate into two Lakes Blvd Commercial districts. The Lyon County Water Treatment Plant and its Utilities yard are part of this commercial district.

The Commercial district is protected by high quality main street and side street drainage systems. There are Flash Flood diversion water channels that are huge, robust, well done, maintained, and reveal the "standard" of drainage necessary to protect lives and property from those powerful flash floods from Winter Snow melt and those huge Dayton Valley thunderstorm systems that flood this area. However, once one crosses Lake Blvd to the North (to the

Airpark), the drainage systems are weak, poorly maintained, and inadequately designed. The Commercial district "standard" drainage systems as described protects itself by "funneling" flash flood water directly at the Dayton Airpark homes, the Runway, and other home divisions.

The Airpark Hangar Project will just add to the funneling. The actual project is "right on top" of a bizarre "zig-zag" drainage ditch that floods to the Airpark community from the Lakes Blvd curb storm drains. This unmaintained ditch is so old that large trees are growing in it. The Staff report simply suggests that the Hangar Project flash flood waters be piped and sent right at the Airpark runway and homes in a runway "drainage" ditch, that does not exist, as proven by our study. From that "zig-zag" ditch alone we have proven and shown that flash flood water is funneled right against the shoulder of the runway, eating it away with rushing water erosion, so damaging as photographed. It ends up flowing up and over the runway, its shoulders, and towards homes.

Solution: Bring the Commercial flash flood funneling problem to a halt, by fixing or improving the Airpark area drainage by using drainage standards used by the Commercial district to protect its buildings, personnel and vehicles. The Lyon County Study report also has similar suggestions for solving the same problem that we already knew about for years.

Historical: Our study has proven the massive flash flood damages here have been going on here for years. We can document Lyon County had to redo sewage lines for the Water Treatment plant at least two times over the years due to massive flash flooding that "dug" up those lines, exposing them or destroying them. Shrapnel is still in the area, including chunks of cement, piping, and other debris. I also documented that NVEnergy recently added underground high voltage transformers right across the flash flood danger zone, to the commercial district. I don't think they know what will happen. We have proof that the Flash Flood waters can be so powerful they will uproot dual cement culverts and underground piping, and break them apart. Runway asphalt, very thick and robust, is just chewed away and undermined by the power from this Flash Flood zone. We have the photos.

I hope this comment becomes part of the record and minutes, so that the flash flooding can be finally solved with these suggestions and others.

Sincerely:

Kirk and Joann Stockham

411 Armstrong Court

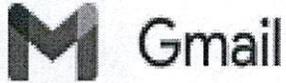
Dayton, NV 89403

(775)241-2712

Staff Report Planner Rob Pyzel: The subject parcel does contain a natural

drainage course that runs through the southeast portion of the parcel and flows from the southwest to

the northeast.



Erin Lopez <elopez@lyon-county.org>

Fwd: Airpark Estates and Wright Project status

1 message

Jeff Page <jpage@lyon-county.org>

Wed, Mar 3, 2021 at 11:47 AM

To: County Planner Rob Pyzel <rpyzel@lyon-county.org>, Commissioner Vida Keller <vkeller@lyon-county.org>, Planning Technician Kerry Page <kpage@lyon-county.org>, Shannon Juntunen <sjuntunen@lyon-county.org>, Erin Lopez <elopez@lyon-county.org>

FYI

Jeffery A. Page**Lyon County Manager**

27 South Main Street

Yerington, NV 89447

(775) 463-6531 / (775) 577-5037**(775) 302-7088 (Cell)****BUILDING A SUSTAINABLE COUNTY**You can find us on the internet at www.lyon-county.org or Facebook at: <https://www.facebook.com/LyonCountyNV/>Twitter at: <https://twitter.com/LYONOEM>

----- Forwarded message -----

From: <jmlinke@aol.com>

Date: Wed, Mar 3, 2021 at 10:47 AM

Subject: Airpark Estates and Wright Project status

To: <jpage@lyon-county.org>

Cc: <whenderson@lyon-county.org>, <kpage@lyon-county.org>

Mr. Page,

This email is to document the progress of the Wright Project with the Airpark Estates HOA. Following the February 4, 2021 BOCC directions, a meeting with Mr. Wright's team was held on February 12 where HOA representatives (Linke, Kyllingstad, Patmor) re-iterated the requirements of FAA Advisory Circular AC 150/5300-13A for taxiways and penetration of protected airspace. Additional time was spent discussing the containment or re-direction of the Project's surface water to protect the runway.

To date, no additional discussions or conversations have been held with Airpark Estates Board members. Mr. Wright's team has not submitted any revised sketches, drawings or data. There have been no conversations that would lead to the Airpark Estates' Board of Directors approval as required by the Airport Facility Use Agreement, 501750.

As President of the Airpark Estates HOA, I must recommend that the County's decision be based on a more representative design of the Project, not on sketches that do not comply with the requirements. We request that further discussions of this Tentative Industrial Subdivision Map be delayed until an acceptable Project design is complete.

Thank you,
Jon Linke, President
Airpark Estates Homeowners Association



Erin Lopez <elopez@lyon-county.org>

Fwd: Dayton Hangers Updated Plan

2 messages

Rob Pyzel <rpyzel@lyon-county.org>

Thu, Mar 4, 2021 at 7:29 AM

To: Jeff Page <jpage@lyon-county.org>, Wes Henderson <whenderson@lyon-county.org>, Commissioner Vida Keller <vkeller@lyon-county.org>, Kerry Page <kpage@lyon-county.org>, Shannon Juntunen <sjuntunen@lyon-county.org>, Erin Lopez <elopez@lyon-county.org>

DYI

----- Forwarded message -----

From: **Brian Matthews** <bamatthews@yahoo.com>

Date: Wednesday, March 3, 2021

Subject: Dayton Hangers Updated Plan

To: DOUG THORNGREN <doug@silveradonv.com>

Cc: Kurt Haukoil <khaukoil@dot.nv.gov>, Rob Pyzel <rpyzel@lyon-county.org>, Ron Wright <ronpw@hotmail.com>

Doug,

As we discussed today with Kurt, the taxiway was not correctly shown on the plan provided to Rob P.. This plan has updated the Taxiway and placed it 250' from the runway (centerline to centerline).

The cross-section now shows both the 7:1 for a B-I Small Aircraft requirement and a B-II Small Aircraft requirement.

The elevations of the buildings have NOT been adjusted at this time. It can be seen that the B-I Small Aircraft requirements are being met, but the B-II Small Aircraft requirements are currently not being met with this plan.

Thanks,

Brian M.

--

Rob Pyzel, 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.

 **DAYTON HANGERS-FAA PLAN & CROSS-SECTION 3-3-21.pdf**
2083K

Jeff Page <jpage@lyon-county.org>

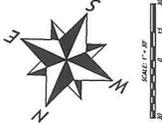
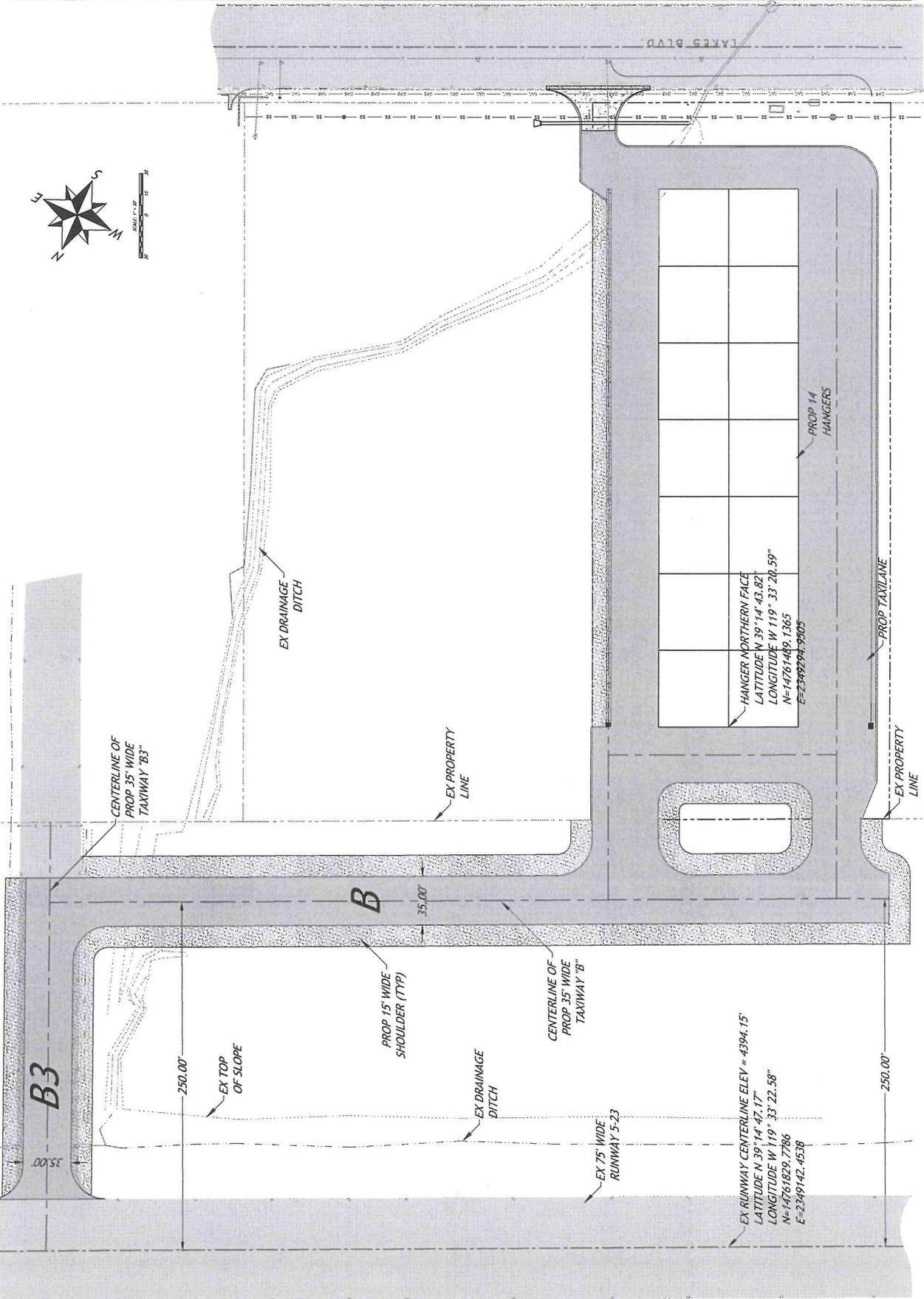
Thu, Mar 4, 2021 at 7:39 AM

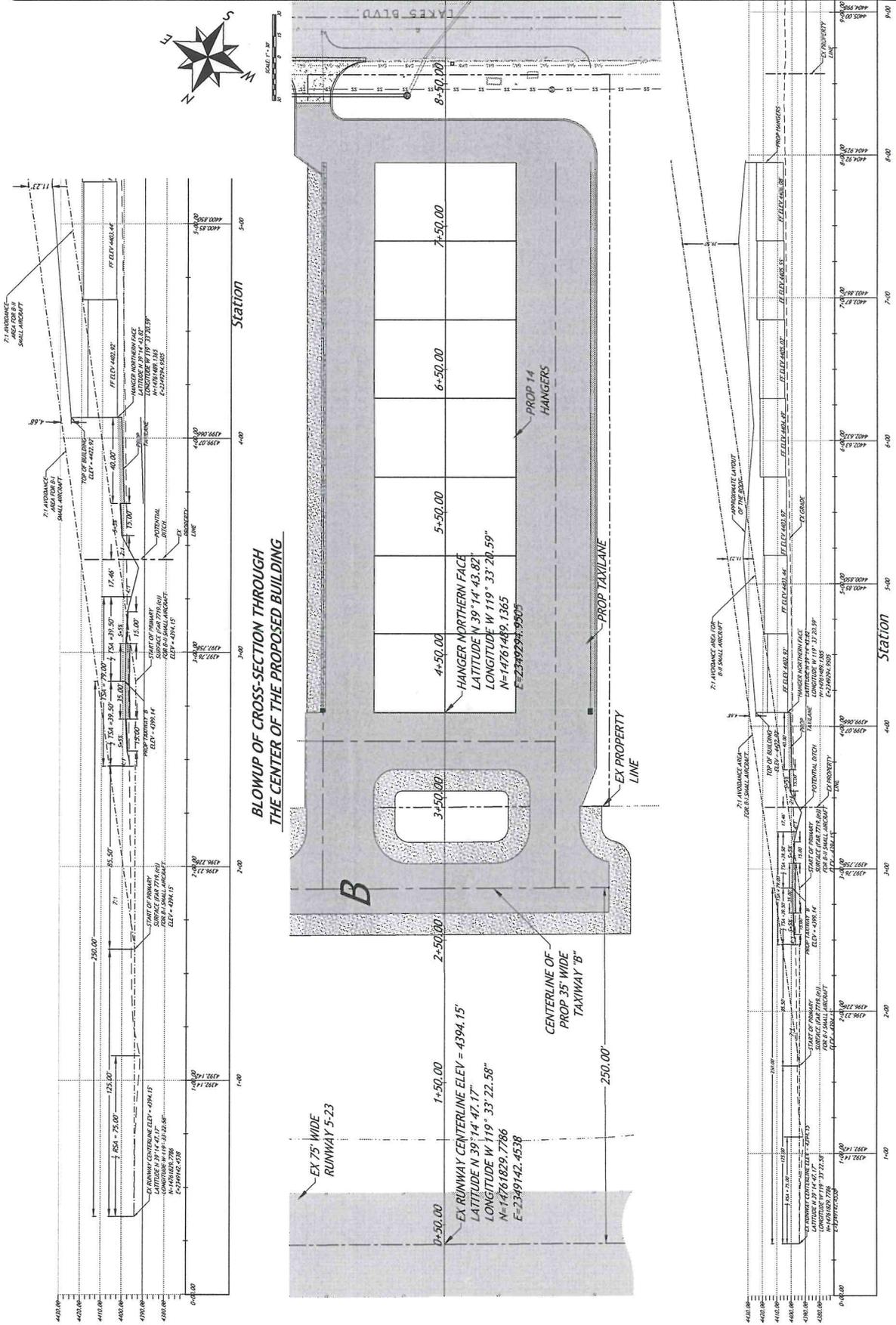
To: Erin Lopez <elopez@lyon-county.org>

Jeffery A. Page
Lyon County Manager
27 S. Main Street
Yerington, NV 89447
(775)463-6531
(775)302-7088 (CELL)
jpage@lyon-county.org
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DAYTON HANGERS-FAA PLAN & CROSS-SECTION 3-3-21.pdf
2083K







Erin Lopez <elopez@lyon-county.org>

Fwd: FW: DAYTON AIRPARK NDOT REPORT

2 messages

Rob Pyzel <rpyzel@lyon-county.org>

Wed, Mar 3, 2021 at 6:29 PM

To: Jeff Page <jpage@lyon-county.org>, Wes Henderson <whenderson@lyon-county.org>, Commissioner Vida Keller <vkeller@lyon-county.org>, Erin Lopez <elopez@lyon-county.org>, Kerry Page <kpage@lyon-county.org>

FYI

Rob Pyzel, 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.

----- Forwarded message -----

From: **doug@silveradonv.com** <doug@silveradonv.com>
Date: Wed, Mar 3, 2021 at 5:19 PM
Subject: FW: DAYTON AIRPARK NDOT REPORT
To: Rob Lyon County Lyon County <rpyzel@lyon-county.org>
Cc: Ron Wright <ronpw@hotmail.com>

Rob

Brian and I just finished a zoom meeting with NDOT representative Kurt Haukohl and retired FAA executive. Last year he did a report which is enclosed for Dean Patmor at the Dayton Airpark. I have highlighted some areas in his report which define that Dayton is CURRENTLY a B1 airport in hopes of getting a BII small rating somewhere in the future. In a nut shell it seems as though they are trying to hold us to FUTURE standards that may not even be attainable. The drawing that Brian sent to you yesterday I believe does comply with the CURRENT B1 status which the Dayton airpark currently is.

Please take a look at this letter and let me know your thoughts.

Regards

Doug

Doug Thorngren

Broker Associate

Haute Properties NV

C. 775. 691. 1265

doug@silveradonv.com

 **NDOT REPORT DAYTON AIRPARK.pdf**
2238K

Jeff Page <jpage@lyon-county.org>

Thu, Mar 4, 2021 at 7:39 AM

To: Erin Lopez <elopez@lyon-county.org>

Jeffery A. Page
Lyon County Manager
27 S. Main Street
Yerington, NV 89447
(775)463-6531
(775)302-7088 (CELL)
jpage@lyon-county.org
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 **NDOT REPORT DAYTON AIRPARK.pdf**
2238K



STEVE SISOLAK
Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
MULTIMODAL PLANNING

Headquarters
1263 S. Stewart Street
Carson City, Nevada 89712

KRISTINA SWALLOW, P.E., ENV-SP, F. ASCE
Director

January 24, 2020

Mr. Dean Patmor
Airport Manager
Dayton Valley Airpark
409 Armstrong Court
Dayton, NV 89403

RE: FAA Site # 13044.8*A, Dayton Valley Airpark (A34)

Dear Mr. Patmor

Thank you for requesting Nevada Department of Transportation (NDOT) and NDOT Aviation the opportunity to update our inventory and data we have for the Dayton Valley Airpark in Lyon County, Nevada on January 23rd, 2020. On behalf of the Federal Aviation Administration (FAA), the State of Nevada conducts periodic safety surveys and updates data at Public-Use Airports as a part of the FAA's Airport Safety Data Program. We very much appreciate your personal assistance and Guinevere Hobdy with NDOT during our on-site review and airport tour. The completed process updates the Airport Master Record (FAA Form 5010) and several connected publications. The purpose of this review is to record the current conditions, and status of the Airport facilities. The accuracy of the information collected during our visit is significant for aviation publications, development activities, federal and state programs, safe airport operations, and the National Airspace System (NAS).

The Dayton Valley Airpark is in Lyon County, Nevada which has four additional airports that are Public-Use, although only one airport is owned, operated, and sponsored by the County. The Dayton Valley Airpark is privately-owned, public-use, and is located on about 98-acres of land designed for residential / industrial development. The A34 airport owner / sponsor is now a home owners' association (HOA) called the Airpark Estates Homeowners Association. In 2013 the HOA purchased the airport outright from original developer. A34 is also a significant part of the Nevada Airport System Plan (NASP) and is recognized as providing essential fire, emergency, and law enforcement access. A34 is not included in the National Plan of Integrated Airport System (NPIAS) due to private

ownership status and is therefore not eligible for FAA grant funding at the present time. If the airport can qualify and enters NPIAS Status in the future, meeting the FAA Minimum Design Safety Standards insofar as possible as the airport develops is a significant, valuable, and important design goal.

The airport consists of one runway, a partial parallel taxiway, and two residential hanger sections with taxilane access to Runway 23 and Runway 5. Airport Reference Code (ARC) for B-II Small Aircraft is designated as the FAA classification because the main Runway 5/23 is 75-feet wide and 5,343 feet in length. This is a good design goal for the airport however only the runway currently meets most of the standards. The FAA's Airplane Design Group (ADG) is also B-II and that corresponds to aircraft with wingspans less than 79-feet, tail heights less than 30-feet, and having approach speeds of less than 121-knots. B-II public-use airports should have a Federal Aviation Regulations (FAR) Part 77 Primary Surface that is 250-feet wide centered on the runway extending 200-feet beyond the paved runway ends, which also coincides with the airports' Primary Surface. A B-II Runway Safety Area (RSA) is 150-feet wide centered on the runway. The runway currently has about 100-feet of RSA available due to a ditch on the south side and brush on the north side of the runway. Presently there are no instrument approaches published for A34 although this is a long term goal, and the runway has been marked with a Basic Utility Markings and Aiming Points on Runway 23. The airport is unlighted and does not have a rotating beacon, or runway perimeter edge lighting. An FAA defined Approach Runway Protection Zone (ARPZ) that begins 200-feet beyond each runway-end, extending 1000-feet in a trapezoidal shape on the ground with a runway-end width of 250-feet expanding to a width of 450-feet. A displaced threshold of 991-feet has been added to the Runway 5-end, and this airport runway and currently provides a 23 to 1 approach surface for landing aircraft to the Runway 5 displaced threshold. A 20 to 1 approach surface slope to Runway 5 is the minimum standard safety requirement.

Publicly owned airports are responsible for establishing and publishing uniform *Minimum Standards, Airport Operating Rules and Regulations, and Rates and Charges* as defined by the FAA. The airport sponsor in this case, the Airpark Estates Homeowners Association, may establish their own Operating Rules and Regulations, Rates and Charges, and Minimum Standards in the future separate and apart from Lyon County. There would be many advantages in adopting established County Rules and Regulations adapted to your facility however we do not believe any comprehensive standards or regulations exist today. Yerington Airport (O43) is a City owned facility in the same county however we do not believe they have established Rules and Regulations, Rates and Charges, or Minimum Standards either. Neighboring counties such as Washoe and Douglas have adopted standards however, they may be easily adapted to your needs. We suggest drafting, promulgating, and adopting a complete set of standards to protect

the airport owners, managers, and any stakeholders from liability and future litigation risks. Please consider developing, circulating, and publishing these documents on your website and in the public domain as they are adopted.

We found the airport overall to be good condition. The paved surfaces are clean well maintained, good physical condition, and state of repair. The following items and observations were noted during our airport tour as potential safety risks we recommend the airport consider mitigating or correcting in the future.

Recommendations:

1. County Modification of the retention and evaporation ponds adjacent to the airport's southeast boundary, and the ponds have proven to be a wildlife attractant. Mitigations found to be effective with ponds generally incorporate the use of nets or surface covers that discourage both birds and animals from accessing the facility. Aircraft Bird Strikes are identified by FAA as a significant issue and are outlined in FAA Advisory Circular (AC) 150/5200-33C, Hazardous Wildlife Attractants on or Near Airports. We encourage reporting of all wildlife aircraft strikes including birds or animals at your airport or anywhere in the NAS. Please circulate the FAA reporting website with your pilots and users of the airport at: <https://wildlife.faa.gov/strikenew.aspx> We are including a recent Wildlife Hazard Management plan completed by the Carson City Airport. Characteristics, wildlife, and the management plans developed should be very similar to your airport.
2. We noted the west end change in runway width from 50 to 75-feet primarily on the displaced threshold portion. As a planning measure and in upcoming projects we recommend the full-length runway width of 75-feet, with a full length corresponding Runway Safety Area (RSA) of 150-feet clear of brush. The RSA for Runway 5/23 does not meet B-II minimum design safety standard width of 150-feet. On the south side of the runway, a ditch presents a hard stop hazard for any potential aircraft excursion, and on the north side a berm and vegetation may cause aircraft damage. B-II is a worthwhile goal, however B-I* fits your present physical condition and may be an easier planning goal.
3. Runway Incursions continue to occur at airport nationally as well as A34. FAA and NDOT Aviation highly recommend runway incursion safety measures be adopted and applied to prevent accidental or deliberate vehicle or pedestrian runway incursions as well as aircraft incursions. We also observed individuals walking on or near the runway during aircraft operations. As previously noted,

the adoption of Airport Rules and Regulations would be helpful to provide both airport access, drivers training, and penalties for trespassing or incurring on air traffic on the airport movement area. The airport Taxiways and Runways are considered by FAA as "movement area", and taxilanes, ramps, and aprons are "non-movement areas". A proposed fence isolating the west edges of the runway taxiway complex is a worthwhile and recommended project. We recommend PVC fencing which is considered frangible at least surrounding the RSA / B-II areas where a runway excursion is most likely.

4. We recommend the placement of Supplemental Wind Socks (small 18-inch) to each end of the airport runway just clear of the ROFA and RSA as an aid for pilots departing the airport. Wind indicators for the runway ends assist pilots preparing to depart and should be at least 250-feet from the runway centerline.
5. We recommend planning for a marked heliport on the airport adjacent to a water source and near to Jet fuel sources to assist in firefighting according to FAA Advisory Circular 150-5390-2B, Heliport Design Guide. A newer Heliport Design AC is available from FAA, 150-5390-2C, however this has not been adopted in most states and is under revision. Single point fuel systems are extremely useful to the military and potential commercial users who must have that type of intake system. This should be a consideration for any jet fuel system or station developed. It is not recommended to truck or transport fuel to the airport for temporary use due to contamination issues.
6. Suggest removal of a concrete sign and base as a hard stop hazard at the Runway 5 end. For a long lander to Runway 23 this is 415-feet beyond the runway physical end on Lakes Boulevard. Nearby is also a NV Energy vault that is elevated above the surface end that fixture should be lowered or removed. The Runway Object Free Area (ROFA) for a B-II airport is 300-feet from the runway end, however it would be 600-feet if the airport obtains an instrument approach in the future. The above ground hard stop obstacles are clearly defined to be hazards.
7. The present runway magnetic heading is very close to 60/240-degrees and no longer corresponds to the runway markings of 5/23 (50/230-degrees). Please do not remark the runway identification incorrectly in the future when re-marked in upcoming projects. Please also inform NDOT Aviation when undertaking the change of magnetic variation and/or file FAA Form 7480-1 to record those changes in the national publication systems.

8. When feasible or practical, please consider squaring up the Runway 23 end of pavement so as to align with the taxiway edge. We suggest adding a threshold marking to provide pilots with a visual warning of the runway variation at the very end following this project following corrective measures. The additional pavement to complete this project may alter the runway-end coordinates slightly.

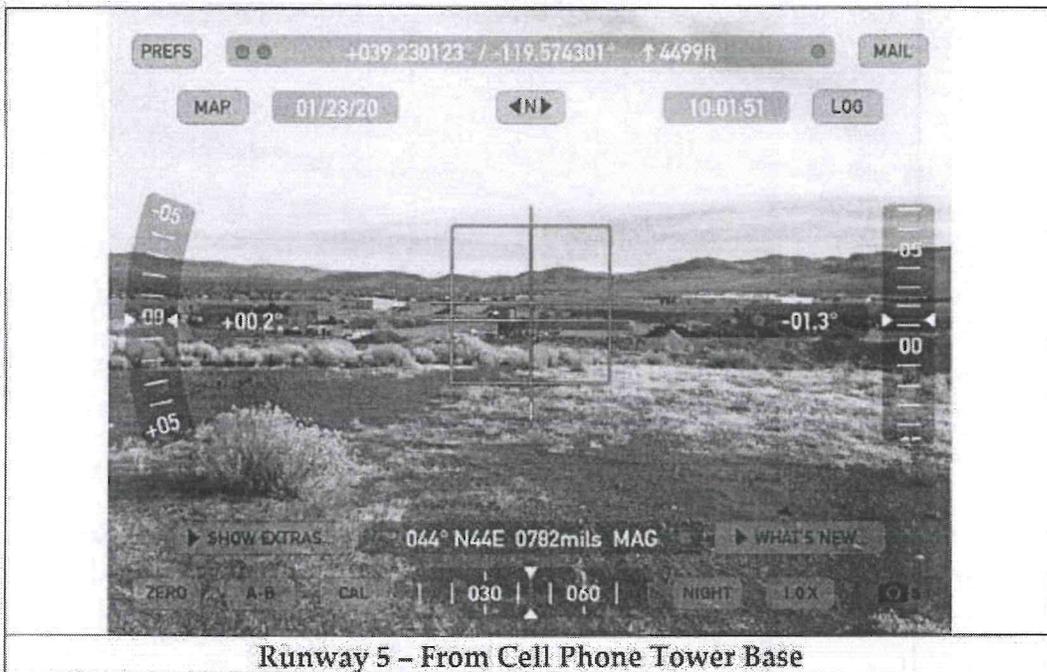
We would be happy to answer any questions you may have and discuss any comments or recommendations because of our findings herein. My office phone number is 775-888-7353 and my cellular number is 916-825-3102 (or you can email me at khaukohl@dot.nv.gov.)

Kindest personal regards,

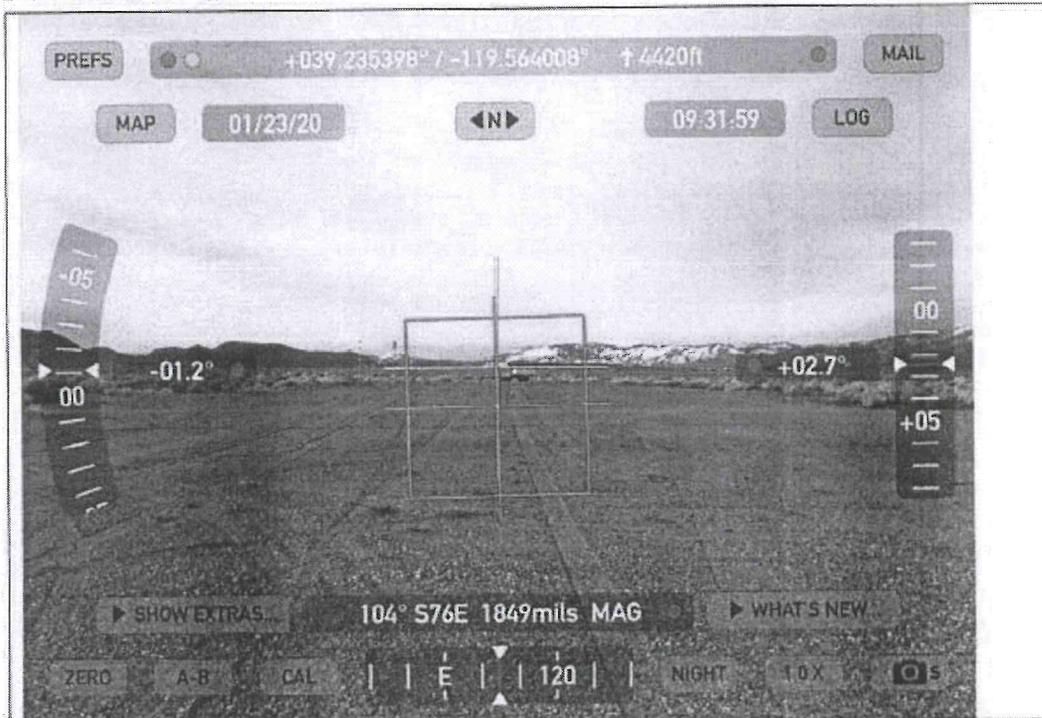


Kurt O. Haukohl
State Aviation Manager

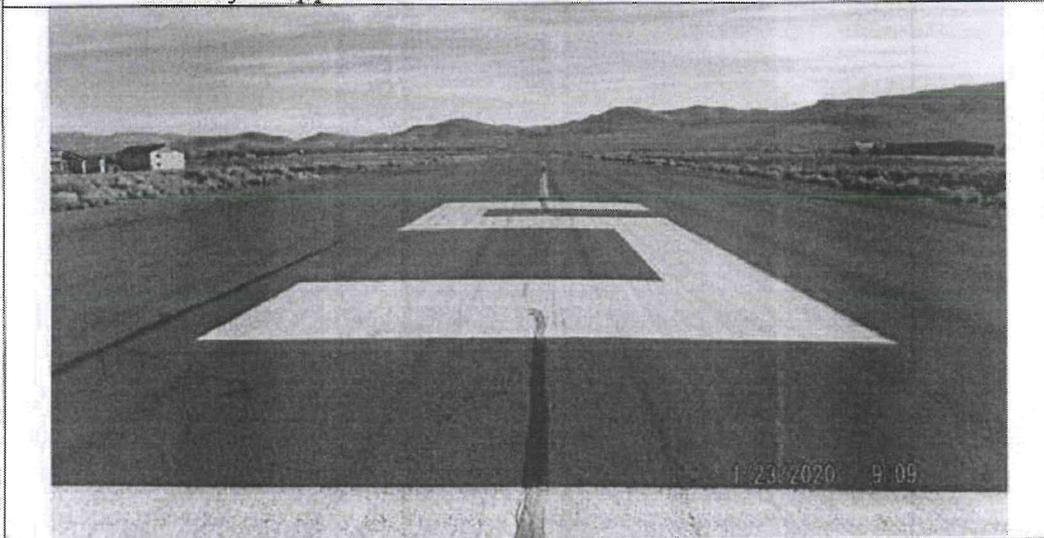
CC FAA Airports District Office PHX
Airport Estates Homeowners Association



Runway 5 – From Cell Phone Tower Base



Runway 5 Approach Surface - View West with Cell Towers



Runway 5 Displacement - View East



Runway 23 Approach Threshold – View Threshold West



Runway 23 Approach Surface – View East



Hard Stop Hazard - Abandoned Sign (beyond runway end)



Erin Lopez <elopez@lyon-county.org>

Fwd: Fw: Dayton Hangers Plan and Cross-Section

2 messages

Rob Pyzel <rpyzel@lyon-county.org>

Wed, Mar 3, 2021 at 6:28 PM

To: Jeff Page <jpage@lyon-county.org>, Commissioner Vida Keller <vkeller@lyon-county.org>, Wes Henderson <whenderson@lyon-county.org>, Kerry Page <kpage@lyon-county.org>, Erin Lopez <elopez@lyon-county.org>

FYI

Rob Pyzel, 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.

----- Forwarded message -----

From: **Brian Matthews** <bamatthews@yahoo.com>
Date: Tue, Mar 2, 2021 at 6:14 PM
Subject: Fw: Dayton Hangers Plan and Cross-Section
To: Rob Pyzel <rpyzel@lyon-county.org>

Rob,

The e-mail below shows what we have provided to Kurt of NDOT, who is the liason for the FAA in Carson City. Kurt has looked it over and is helping Doug get the application into the FAA.

I have not sent this to the Dayton Airpark Home Owners Association yet, I am checking with the owner to see if he wants me to send it or if he plans to provide it to them.

Thanks,

Brian M.

----- Forwarded Message -----

From: Brian Matthews <bamatthews@yahoo.com>
To: Kurt Haukohl <khaukohl@dot.nv.gov>
Cc: DOUG THORNGREN <doug@silveradonv.com>
Sent: Monday, March 1, 2021, 05:55:51 PM PST
Subject: Dayton Hangers Plan and Cross-Section

Kurt,

I have put together a plan and cross-section for the Dayton Hangers. I could not think of a good way of creating colors, like you asked me to (SORRY). If this is sufficient for the application, please let Doug know what else you need from him.

If you have any suggested changes feel free to provide them.

I appreciate your help up to this point and in going forward.

Thanks,

Brian M.

 DAYTON HANGERS-FAA PLAN & CROSS-SECTION.pdf
1873K

3/4/2021

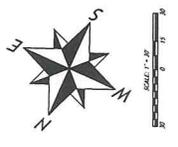
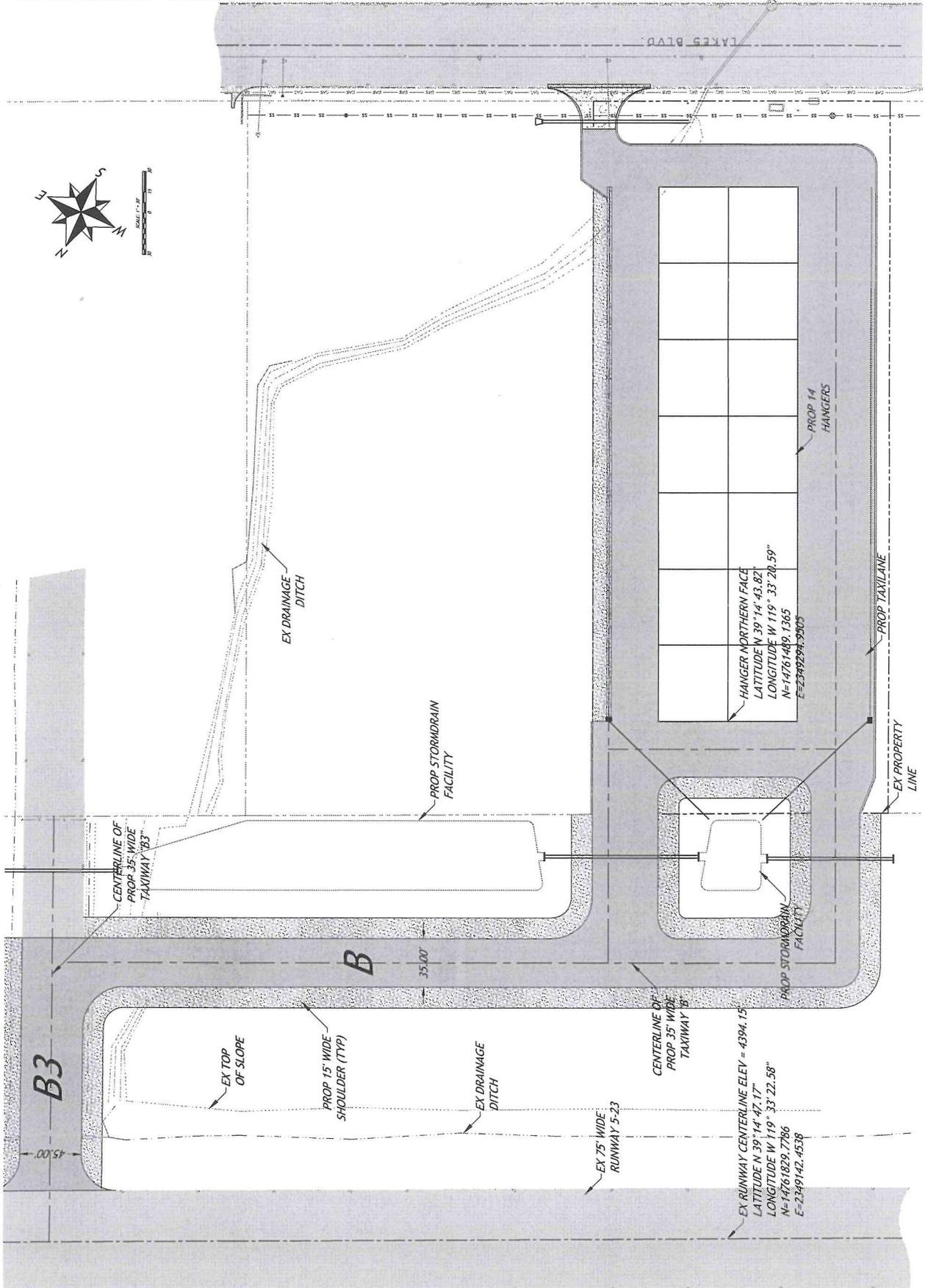
Lyon-county.org Mail - Fwd: Fw: Dayton Hangers Plan and Cross-Section

Jeff Page <jpage@lyon-county.org>
To: Erin Lopez <elopez@lyon-county.org>

Thu, Mar 4, 2021 at 7:39 AM

Jeffery A. Page
Lyon County Manager
27 S. Main Street
Yerington, NV 89447
(775)463-6531
(775)302-7088 (CELL)
jpage@lyon-county.org
[Quoted text hidden]

 **DAYTON HANGERS-FAA PLAN & CROSS-SECTION.pdf**
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NO.	DATE	REVISION

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

17.a

Subject:

For Possible Action: To appoint a County Commissioner to apply to be a member of the Nevada Commission of the Aging (Requested by Commissioner Jacobson)

Summary:

January 18, 2021 Commissioner Jacobson requested information about a Commissioner being appointed to the Nevada Commission on Aging. The appointment is completed by the Governor. The Board is being asked to appoint one of its members to apply to be a member. Attached is a list of the current membership, the Commissions By-Laws and instructions to apply.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Commission on Aging](#)



Governor's Commission on Aging Members

2021 Committee Members

Richard Whitley

Director, Department of Health and Human Services (DHHS)

Dena Schmidt

Administrator, Aging and Disability Services Division (ADSD)

Senator Chris Brooks

Member of the Senate

Assemblywoman Susan Martinez

Member of the Assembly

Daniel Corona

Governing Body of a City

Stan Lau

Governing Body of a City

Vacant

Governing Body of a County

Vacant

Governing Body of a County

Lisa Erquiaga

Person of Experience

Jeffery Klein

Person of Experience

Barry Gold

Person of Experience

Niki Rubarth

Person of Experience

Lelani Kimmell Dagostino

Person of Experience

Mary Liveratti

Person of Experience

Natalie Mazzullo

Person of Experience

Esther Gregurek

ADSD Staff

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Providers

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Resources

[Glossary of Terms](#)

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[Commission on Service for Persons with Disabilities \(CSPD\)](#)

[Statewide Independent Living Council \(SILC\)](#)

[Task Force on Alzheimer's Disease \(TFAD\)](#)

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Meetings

[Boards & Commissions](#)

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Commission on Aging By-Laws

6.1 Article I Definitions

1. The term "Commission" refers the Nevada Commission on Aging.
2. The term "Director" refers the Director, Department of Health and Human Services.
3. The term "Administrator" refers the Administrator, Aging and Disability Services Division.
4. The term "Division" refers the State of Nevada, Aging and Disability Services Division (NRS 427A.027).
5. The term "fiscal staff" refers to the Aging and Disability Services Division fiscal staff in the Carson City office.
6. The term "NRS" refers to the Nevada Revised Statutes.

6.2 Article II Creation (NRS 427A.032)

1. The Commission is created by NRS Title 38, Chapter 427A.

6.3 Article III Duties (NRS 427A.038)

1. The Commission is required to:

- A. Determine and evaluate the needs of older persons of this state.
- B. Seek ways to avoid duplication of services for older persons by public and private organizations in Nevada.
- C. Establish priorities for the work of the Division according to the most pressing needs of older persons as determined by the Commission.
- D. Promote programs that provide community-based services necessary to enable a frail elderly person, to the fullest extent possible, to remain in his home and be an integral part of his family and community.

2. The Commission may also assist and carry out other responsibilities as provided for in NRS 427A.038.

6.4 Article IV Membership (NRS 427A.032)

1. Voting Members – The Commission is comprised of 11 voting members who are appointed by the Governor.

- A. Two members must be from a governing body of a county and two from a governing body of a city.
- B. Seven members who have experience with or an interest in the problems of and services for the aging.
- C. At least six persons appointed as voting members must be 55-years of age or older.

2. Non-Voting Members – The Commission will include non-voting members consisting of:

- A. Director of the Department of Health and Human Services, who shall serve as Chairperson of the Commission.
- B. Administrator of the Division, who acts as Chairperson in the absence of the Director.
- C. One member of the Senate and one member of the Assembly appointed by the

Legislative Commission with appropriate regard for their experience with and knowledge of matters relating to older persons.

3. Term of Appointment

A. The Governor shall appoint voting members to a term of two years.

B. Each voting member may serve not more than two terms.

C. No person serving as a voting member for more than one year of a term, to which another person was appointed, may be appointed to serve a full-term more than once.

D. If a Commissioner loses his appointment because of the loss of any required qualification, the vacancy must be filled for the unexpired term in the manner provided for the original appointment.

4. Removal of a Member

A. Malfeasance in office or neglect of duty.

B. Unexcused absence from two consecutive meetings of the Commission constitutes good and sufficient cause.

5. Subcommittees

A. The Chairperson of the Commission may appoint subcommittee members to consider specific problems within the scope of the functions of the Commission.

B. Subcommittee membership will not exceed five (5) members.

6.5 Article V Meetings (NRS 427A.034)

1. The Commission will meet at least once each calendar quarter and at other times on the call of the Chairperson or a majority of its members.

2. The Chairperson of the Commission will approve the date and place of the meetings.

3. The meetings, including subcommittee meetings, are open to the public and subject to the requirements of the Nevada Open Meeting Law.

6.6 Article VI Minutes

1. The Administrator will designate a Division support staff to act as the recording secretary.

2. Preparation of Minutes – Minutes of the previous meeting are transcribed and made available for inspection by the public within 30-working days after the adjournment of the meeting.

A. The recording secretary will transcribe minutes from tape recording, notes taken at meeting and from agenda exhibits.

B. After draft of minutes is prepared, submit to Chairperson for approval.

C. After approval, finalize and include in meeting folder for members.

D. Final approval by Commission at next meeting.

3. Minutes of each meeting of the Commission are considered public record and will be maintained in the Administrative Office of the Division.

4. Copies of the minutes of the previous meeting will be made available to Committee members prior to the next meeting.

6.7 Article VII Financial Reimbursement (NRS 727A.030)

1. Each voting member is entitled to receive a salary in an amount established by law for each day of attendance at a meeting of the Commission.
2. Each member of the Commission is entitled to receive per diem expense allowance and travel expense as fixed State approved rate while engaged in the business of the Commission.
3. Assembly and Senate representatives are paid by the Legislative Commission, not by the Division.
1. The Commission will generally follow, as a guide, the Roberts Rules of Order where such rules do not conflict with NRS and these Bylaws.

2. The order of business at meetings will generally follow the sequence listed:

A. Call to order
B. Approval of minutes
C. Presentation of special reports
D. Reports of standing committees
E. Old business
F. New business
G. Announcements
H. Public input
I. Adjournment

3. Voting

- A. There are 11-voting members of the Commission with each member having one vote.
- B. A simple majority of the voting members of the Commission constitutes a quorum for the transaction of all business.
- C. A majority of the voting members, in any matter within the scope of their duties, is required for the determination of any action to be taken.
- D. Members may abstain.
- E. The Chairperson will count and announce the results of the vote.
- F. A vote is not effective until it is announced and may be changed up to the time of the announcement.
- G. If a roll call vote is made, the vote will be recorded by the secretary with an indication of the names and vote of each member present.
- H. Proxy voting is prohibited.

4. Amendments to the Bylaws – The Bylaws may be amended or changed at any regular meeting by a majority of the voting members of the Commission, if the proposed amendment or change was submitted, in writing, to members of the Commission and the Chairperson, at least 14-days before the meeting.

6.8 Article VIII Rules Of Order

1. The Commission will generally follow, as a guide, the Roberts Rules of Order where such rules do not conflict with NRS and these Bylaws.
2. The order of business at meetings will generally follow the sequence listed:

A. Call to order

- B. Approval of minutes
- C. Presentation of special reports
- D. Reports of standing committees
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- F. New business
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- H. Public input
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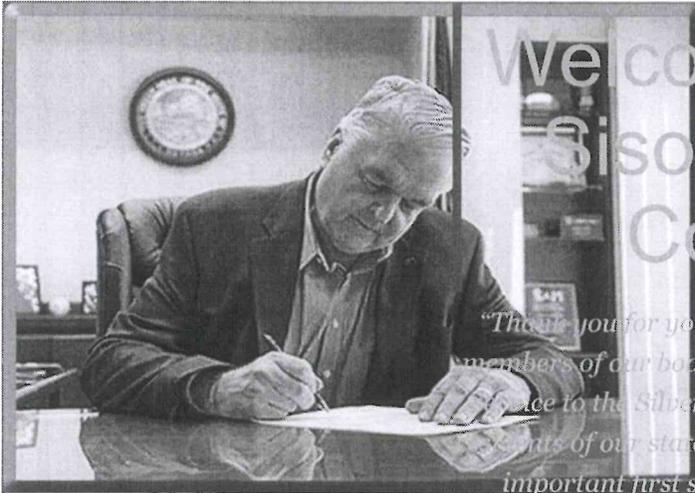
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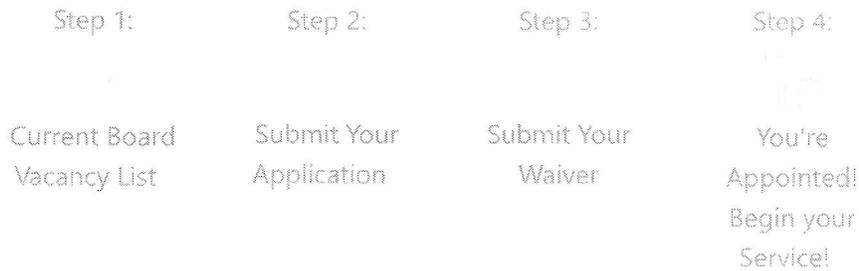
Welcome to Governor Sisolak's Boards & Commission's

"Thank you for your interest in serving the State of Nevada. The members of our boards and commissions provide important public service to the Silver State and help shape the quality of life for the residents of our state. I want to thank you in advance for taking this important first step in learning how best you can serve your community. We need your talent to make Nevada an even better place to live! If you have any questions about any of the boards of commissions, please feel free to contact my boards and commissions team."

~ Governor Steve Sisolak

[Member Resources](#) [FAQs](#)

APPLICATION PROCESS



GOVERNOR SISOLAK'S GUBERNATORIAL APPOINTMENTS

CATEGORIES

- [Board Vacancies](#)
- [Frequently Asked Questions](#)
- [Member Resources](#)

WHAT IS A NEVADA STATE BOARD OR COMMISSION?

Boards and Commissions are created to provide citizens a voice in their government and influence decisions that shape the quality of life for the residents of the Silver State. Members are responsible for advising the Governor, the Legislature and state agencies. Serving on a board or commission is a privilege and one of the most effective ways citizens can take in becoming an active voice in state government. Governor Sisolak is devoted to appointing qualified and responsible candidates that want to make a positive impact for all in the State of Nevada.

WHAT ARE DIFFERENT TYPES OF BOARDS AND COMMISSIONS?

The Governor makes appointments to three types of boards and commissions:

Contact

(775) 684-5670
100 North Carson Street
Carson City, NV 89701
boards@gov.nv.gov

- **Advisory**- An advisory board, commission or council serves as a formal liaison between a state agency and the public, in addition to making recommendations on how to address specific issues.
- **Regulatory Board**- Regulatory boards are those that oversee the licensing, handle complaints, and enforce disciplinary actions of individuals or industries that fall within the jurisdiction of the board's authority.
- **Task Force** - A task force is created for the purpose of accomplishing a definite objective and goal.

GUBERNATORIAL APPOINTMENTS

Governor Sisolak is responsible for appointing citizens to approximately 250 boards and commissions representing various areas. Boards with Gubernatorial appointments are created in two ways, either by statute enacted in the Nevada State Legislature, or by a Governor's Executive Order.

If you are interested in serving, apply now!

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

17.b

Subject:

For Possible Action: Appoint a County Commissioner to Intergovernmental Executive Committee (IEC) contained in the FY2021 National Defense Authorization Act for Naval Air Station Fallon - FRTC Modernization.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - Letter from NASF
- - NDAA FY21
- - FRTC Withdrawal



DEPARTMENT OF THE NAVY

NAVAL AIR STATION FALLON
4755 PASTURE ROAD
FALLON, NV 89496-5000

5090
Ser N00/0008
January 12, 2021

Lyon County
Board of County Commissioners
31 S. Main St.
Yerington, NV 89447

Dear Commissioners:

Subject: FALLON RANGE TRAINING COMPLEX MODERNIZATION

I hope this letter finds you safe and healthy. This letter provides an update on the Fallon Range Training Complex (FRTC) Modernization and requests your continued engagement in this vital project. The National Defense Authorization Act for Fiscal Year 2021 (NDAA FY2021) was enacted into law on January 1, 2021, as Public Law 116-283. NDAA FY2021 extended the withdrawal of the public lands currently comprising the FRTC for 25 years, but did not include the FRTC Modernization as proposed by the Navy.

The Joint Explanatory Statement accompanying NDAA FY2021 included the following language: *"The House bill contained a provision (sec. 2842) that would renew the existing land withdrawal and reservation for the FRTC for a period of 25 years. The Senate amendment contained a similar provision (sec. 2861). The Senate recedes. The conferees note this renewal maintains the status quo of the FRTC. However, the conferees also note that with the increasing deployment of 5th generation fighters, finding a way to expand the FRTC, in a manner that is responsive to the needs of all stakeholders is essential for the Nation's tactical aviation readiness and improved ground forces training. The conferees direct the DON to continue to work with the committees of jurisdiction, the Nevada congressional delegation, State and Tribal stakeholders to secure a mutually-agreed upon expansion at FRTC."*

As directed by this language, the Navy will work in collaboration with stakeholders to develop a Modernization proposal for future consideration. We look forward to your support and engagement in that process.

Section 2844 of NDAA FY2021 also directs the Department of the Navy and the Department of the Interior to establish an Intergovernmental Executive Committee (IEC) *"for the purpose of exchanging views, information, and advice relating to the management of the natural and cultural resources"* on the lands withdrawn by the NDAA FY2021. The Navy has begun coordination with the Department of the Interior to establish the IEC, stand up the committee, and develop a memorandum of understanding (MOA). Enclosed is the portion of NDAA FY2021 related to the IEC. We will be seeking your input regarding the creation of the IEC, including development of an MOU, and hope to schedule an initial organizational meeting in February (to be held virtually).

Subject: FALLON RANGE TRAINING COMPLEX MODERNIZATION

We will continue to share additional information regarding the FRTC modernization effort with you as it becomes available, and will include updates on our website found at www.FRTCModernization.com. If you have any questions, please don't hesitate to contact the Naval Air Station Fallon Community Liaison Officer, Mr. Rob Rule at 775-426-2925 or by email at robert.rule@navy.mil.

Sincerely,



E. L. MORRISON
Captain, U.S. Navy
Commanding Officer

Enclosure: 1. FY2021 NDAA Section 2844 - Intergovernmental Executive Committee

Copy to: Senator Catherine Cortez-Masto
Senator Jacky Rosen
Representative Mark Amodei
Representative Steven Horsford
Representative Susie Lee
Representative Dina Titus

FY2021 NDAA Section 2844 - Intergovernmental Executive Committee

SEC. 2844. ESTABLISHMENT OF INTERAGENCY COMMITTEES ON JOINT USE OF CERTAIN LAND WITH DRAWN FROM APPROPRIATION UNDER PUBLIC LAND LAWS.

(a) INTERAGENCY EXECUTIVE COMMITTEE ON JOINT USE BY DEPARTMENT OF THE NAVY AND DEPARTMENT OF THE INTERIOR OF NAVAL AIR STATION FALLON RANGES.—Section 3011(a) of the Military Lands Withdrawal Act of 1999 (Public Law 106–65; 113 Stat. 885) is amended by adding at the end the following new paragraph:

“(5) INTERGOVERNMENTAL EXECUTIVE COMMITTEE.

“(A) ESTABLISHMENT.—The Secretary of the Navy and the Secretary of the Interior shall jointly establish, by memorandum of understanding, an intergovernmental executive committee (referred to in this paragraph as the ‘executive committee’), for the purpose of exchanging views, information, and advice relating to the management of the natural and cultural resources of the land described in paragraph (2).

“(B) MEMORANDUM OF UNDERSTANDING.—The memorandum of understanding entered into under subparagraph (A) shall include—

“(i) a description of the officials and other individuals to be invited to participate as members in the executive committee under subparagraph (C);

“(ii) a description of the duties of the Chairperson and Vice Chairperson of the executive committee; and

“(iii) subject to subparagraphs (D) and (E), a procedure for—

“(I) creating a forum to carry out the purpose described in subparagraph (A);

“(II) rotating the Chairperson of the executive committee; and

“(III) scheduling regular meetings of the executive committee.

“(C) MEMBERSHIP.—The executive committee shall be comprised of—

“(i) 1 representative of the Nevada Department of Wildlife;

“(ii) 1 representative of the Nevada Department of Conservation and Natural Resources;

“(iii) 1 county commissioner from each of Churchill, Lyon, Nye, Mineral, and Pershing Counties, Nevada;

“(iv) 1 representative of each Indian tribe in the vicinity of the land described in paragraph (2); and

“(v) not more than 3 members that the Secretary of the Navy and the Secretary of the Interior jointly determine would advance the goals and objectives of the executive committee.

“(D) CHAIRPERSON AND VICE CHAIRPERSON.—The members of the executive committee shall elect from among the members

“(i) 1 member to serve as Chairperson of the executive committee; and

“(ii) 1 member to serve as Vice Chairperson of the executive committee.

“(E) MEETINGS.—

“(i) FREQUENCY.—The executive committee shall meet not less frequently than 3 times each calendar year.

“(ii) LOCATION.—The location of the meetings of the executive committee shall rotate to facilitate ease of access for all members of the executive committee.

“(iii) PUBLIC ACCESSIBILITY.—The meetings of the executive committee shall—

“(I) be open to the public; and

“(II) serve as a forum for the public to provide comments regarding the natural and cultural resources of the land described in paragraph (2).

“(F) CONDITIONS AND TERMS.—

“(i) IN GENERAL.—Each member of the executive committee shall serve voluntarily and without compensation.

“(ii) TERM OF APPOINTMENT.—

“(I) IN GENERAL.—Except as provided in subclause (II)(bb), each member of the executive committee shall be appointed for a term of 4 years.

“(II) ORIGINAL MEMBERS.—Of the members initially appointed to the executive committee, the Secretary of the Navy and the Secretary of the Interior shall select—

“(aa) 1/2 to serve for a term of 4 years; and

“(bb) 1/2 to serve for a term of 2 years.

“(iii) REAPPOINTMENT AND REPLACEMENT.—The Secretary of the Navy and the Secretary of the Interior may reappoint or replace, as appropriate, a member of the executive committee if— expired;

“(I) the member has resigned; or

“(II) the position held by the member has changed to the extent that the ability of the member to represent the group or entity that the member represents has been significantly affected.

“(G) LIAISONS.—The Secretary of the Navy and the Secretary of the Interior shall each appoint appropriate operational and land management personnel of the Department of the Navy and the Department of the Interior, respectively, to serve as liaisons to the executive committee.”.

FY2021 NDAA Section 2844 - Intergovernmental Executive Committee

SEC. 2844. ESTABLISHMENT OF INTERAGENCY COMMITTEES ON JOINT USE OF CERTAIN LAND WITH DRAWN FROM APPROPRIATION UNDER PUBLIC LAND LAWS.

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“(I) the member has resigned; or

“(II) the position held by the member has changed to the extent that the ability of the member to represent the group or entity that the member represents has been significantly affected.

“(G) LIAISONS.—The Secretary of the Navy and the Secretary of the Interior shall each appoint appropriate operational and land management personnel of the Department of the Navy and the Department of the Interior, respectively, to serve as liaisons to the executive committee.”.

The House recesses with a technical amendment.

Land conveyances, Milan Army Ammunition Plant, Tennessee (sec. 2838)

The House bill contained a provision (sec. 2837) that would authorize the Secretary of the Army to convey to the City of Milan, Tennessee, all right, title, and interest of the United States in and to parcels of real property, including any improvements thereon, at Milan Army Ammunition Plant, Tennessee, consisting of approximately 292 acres.

The Senate amendment contained no similar provision.

The Senate recesses with an amendment that would additionally authorize the Secretary to convey, without consideration, to the University of Tennessee, all right, title, and interest of the United States in and to parcels of real property, including any improvements thereon, consisting of approximately 900 acres.

SUBTITLE E—MILITARY LAND WITHDRAWALS

Renewal of land withdrawal and reservation to benefit Naval Air Facility, El Centro, California (sec. 2841)

The House bill contained a provision (sec. 2841) that would renew the land withdrawal and reservation for the benefit of Naval Air Facility El Centro, California, for a period of 25 years.

The Senate amendment contained no similar provision.

The Senate recesses.

Renewal of Fallon Range Training Complex land withdrawal and reservation (sec. 2842)

The House bill contained a provision (sec. 2842) that would renew the existing land withdrawal and reservation for the Fallon Range Training Complex (FRTC) for a period of 25 years.

The Senate amendment contained a similar provision (sec. 2861).

The Senate recesses.

The conferees note this renewal maintains the status quo of the FRTC. However, the conferees also note that with the increasing deployment of 5th generation fighters, finding a way to expand the Fallon Range Training Complex, in a manner that is responsive to the needs of all stakeholders is essential for the Nation's tactical aviation readiness and improved ground forces

training. The conferees direct the Department of the Navy to continue to work with the committees of jurisdiction, the Nevada congressional delegation, State, and Tribal stakeholders to secure a mutually-agreed upon expansion at FRTC.

Renewal of Nevada Test and Training Range land withdrawal and reservation (sec. 2843)

The House bill contained a provision (sec. 2843) that would renew the existing Nevada Testing and Training Range (NTTR) land withdrawal and reservation for a period of 25 years.

The Senate amendment contained a similar provision (sec. 2862).

The Senate recesses.

The conferees note this renewal maintains the status quo of the NTTR. However, the conferees also note that with the increasing deployment of 5th generation fighters, finding a way to expand the NTTR, in a manner that is responsive to the needs of all stakeholders, is essential for the Nation's tactical aviation readiness and improved ground forces training. The conferees direct the Department of the Air Force to continue to work with the committees of jurisdiction, the Nevada congressional delegation, State, and Tribal stakeholders to secure a mutually-agreed upon expansion at NTTR.

Establishment of interagency committees on joint use of certain land withdrawn from appropriation under public land laws (sec. 2844)

The Senate amendment contained a provision (sec. 7861) that would establish an interagency committee and intergovernmental executive committee on the joint use of certain land withdrawn from appropriation under public land laws.

The House bill contained no similar provision.

The House recesses.

SUBTITLE F—ASIA-PACIFIC AND INDO-PACIFIC ISSUES

Change to biennial reporting requirement for Interagency Coordination Group of Inspectors General for Guam Realignment (sec. 2851)

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

17.c

Subject:

For Possible Action: Appoint up to two (2) members to the Room Tax Board, with terms expiring December 31, 2022.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

To appoint Victor West as the Member at Large to the Room Tax Board, with a term expiring December 31, 2022.

Motel Operators: Deborah Skinner

Hotel Operators Rep: VACANT

Other Commercial Interests Rep: Jim Kepler

Member at Large: VACANT

ATTACHMENTS

- - [Victor West, Application](#)

Lyon County
Application to Serve on Board or Commission

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:

- | | |
|---|---|
| <input type="checkbox"/> 911 Surcharge Committee | <input type="checkbox"/> Mound House Advisory Board |
| <input type="checkbox"/> Advisory Board to Manage Wildlife | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Animal Control Advisory Board | <input type="checkbox"/> Regional Transportation Board |
| <input type="checkbox"/> Central Lyon Park & Recreation Board | <input checked="" type="checkbox"/> Room Tax Board |
| <input type="checkbox"/> Central Lyon Vector Control Board | <input type="checkbox"/> Silver City Cemetery Board |
| <input type="checkbox"/> Dayton Regional Advisory Board | <input type="checkbox"/> Silver City Town Advisory Board |
| <input type="checkbox"/> Dayton Valley Events Center Board | <input type="checkbox"/> Silver Springs Advisory Board |
| <input type="checkbox"/> Debt Management Commission | <input type="checkbox"/> Smith Valley Advisory Board |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Smith Valley Cemetery Board |
| <input type="checkbox"/> Lyon County Fair Board | <input type="checkbox"/> Smith Valley Park & Recreation Board |
| <input type="checkbox"/> Mason Valley Advisory Board | <input type="checkbox"/> Stagecoach Advisory Board |
| <input type="checkbox"/> Mason Valley Mosquito Abatement | <input type="checkbox"/> Walker River Weed Control Board |

Contact Information:

Name: VICTOR K WEST, SR

Address: 1113 Cheatgrass Drive, Dayton Nevada 89403-6321

Phone: (777) 450-7428 Email: Viper10ram@yahoo.com

How long have you been a resident of Lyon County? 5 Years

Are you currently registered to vote? Yes No

How many board or commission meetings have you attended in the last year? 0, 0

Have you ever been convicted of a felony or misdemeanor other than minor traffic violations?
Yes No

If yes please list conviction dates and nature:

List boards or commissions you presently serve on or have served on in the past including dates

of service:

I have not served on any boards or commissions to date.
However, I am very interested in being a member to serve the community.

Education and/or training relevant to the position you are applying for:

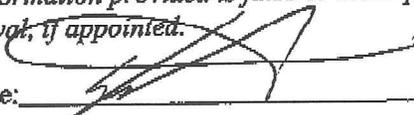
Twenty years as a Pharmaceutical Purchaser with duties that include hiring, mentoring, training, of staff, budget management, and contract procurement.

Explain briefly why you would like to be appointed to this board or commission:

I believe my life experiences and work knowledge are both qualifications that I hope you will consider for my appointment. I have passion to be involved in community affairs, including development and improvement.

By signing this application you agree to attend training classes as scheduled.

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.

Signature: 

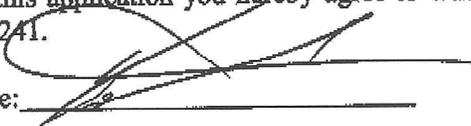
Date: 02/19/2021

Please return the application to:

Email: clerk@lyon-county.org
Or
Lyon County Manager's Office
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Notice:

At the meeting to consider your application for appointment to the Room Tax Board, the Board or Commission, or the County 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: 

Date: 02/19/2021

Name: Victor K. West, Sr

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

17.d

Subject:

For Possible Action: Appoint a member to the Silver City Advisory Board, with a term expiring December 31, 2022.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Evangeline Elston, Application](#)

Lyon County
Application to Serve on Board or Commission

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:

- | | |
|---|---|
| <input type="checkbox"/> 911 Surcharge Committee | <input type="checkbox"/> Mound House Advisory Board |
| <input type="checkbox"/> Advisory Board to Manage Wildlife | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Animal Control Advisory Board | <input type="checkbox"/> Regional Transportation Board |
| <input type="checkbox"/> Central Lyon Park & Recreation Board | <input type="checkbox"/> Room Tax Board |
| <input type="checkbox"/> Central Lyon Vector Control Board | <input type="checkbox"/> Silver City Cemetery Board |
| <input type="checkbox"/> Dayton Regional Advisory Board | <input checked="" type="checkbox"/> Silver City Town Advisory Board |
| <input type="checkbox"/> Dayton Valley Events Center Board | <input type="checkbox"/> Silver Springs Advisory Board |
| <input type="checkbox"/> Debt Management Commission | <input type="checkbox"/> Smith Valley Advisory Board |
| <input type="checkbox"/> Library Board of Trustees | <input type="checkbox"/> Smith Valley Cemetery Board |
| <input type="checkbox"/> Lyon County Fair Board | <input type="checkbox"/> Smith Valley Park & Recreation Board |
| <input type="checkbox"/> Mason Valley Advisory Board | <input type="checkbox"/> Stagecoach Advisory Board |
| <input type="checkbox"/> Mason Valley Mosquito Abatement | <input type="checkbox"/> Walker River Weed Control Board |

Contact Information:

Name: **Evangeline Elston**

Address: **PO Box 500, Silver City, NV**

Phone: **(530) 632-3798** Email: **evangelineelston@yahoo.com**

How long have you been a resident of Lyon County? **1968-1986 and 2018-present**

Are you currently registered to vote? Yes No

How many board or commission meetings have you attended in the last year? **8.0**

Have you ever been convicted of a felony or misdemeanor other than minor traffic violations?

Yes No

If yes please list conviction dates and nature:

List boards or commissions you presently serve on or have served on in the past including dates of service:

Silver City Historic Preservation Society 2014-present

South Yuba River Citizens League 1998-2005

Education and/or training relevant to the position you are applying for:

Bachelor degree in environmental science

Explain briefly why you would like to be appointed to this board or commission:

I was raised in Silver City. I'm committed to the health and twelfare of the town and its residence. I have many years of community volunteer leadership and organization experience here and in other communities. I understand the history of the town, it's strengths and challenges. We recently went through a community planning process that I participated in and I'd like to help implemnt our plans, projects and ideas.

By signing this application you agree to attend training classes as scheduled.

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.

Signature: 

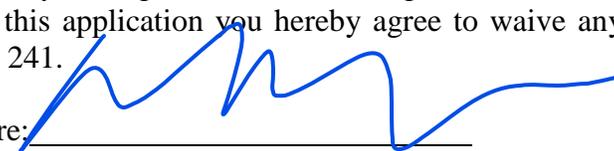
Date: 02/24/2021

Please return the application to:

Email: elopez@lybn-county.org
Or
Lyon County Manager's Office
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Notice:

At the meeting to consider your application for appointment to the Silver City CAB, the Board or Commission, or the County 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: 

Date: 02/24/2021

Name: Evangeline Elston

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

18.a

Subject:

For Possible Action: To Direct staff to stop developing an amendment to Lyon County Code Title 5 Chapter 3 to allow brothels to provide non-sexual escort services. (Requested by Commissioner Gray)

Summary:

February 18, 2021 Commissioner Gray requested an agenda item to amend Title 5 Chapter 3 to allow for non-sexual escort services. The Board voted 4-1 for staff to bring forward . February 19, 2021 Commissioner Gray called and advised: that he has been contacted by the Brothel Government Affairs Liaison and that the Brothels, based upon District Attorney Steve Ryes voiced concerns, do not wish to pursue any forward action on the resolution to authorize escort services.

The County Manager notified the Board and District Attorney by e-mail of this development and requested staff to stop working on the issue. The Board is requested to give direction to repeal the actions of 2/18/2021

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

18.b

Subject:

For Possible Action: To give direction to the County Manager regarding potential changes to Title 15 and other matters related thereto. (Requested by Comm. Keller)

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 4, 2021

Agenda Item Number:

18.c

Subject:

For Possible Action: Discussion and direction to staff and Legislative Coalition Members regarding legislation or legislative issues proposed by legislators or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues that may impact Lyon County as may be deemed appropriate by the Board of County Commissioners.

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 4, 2021

Agenda Item Number:

18.d

Subject:

For Possible Action: To add, remove and prioritize public works projects for pre-engineering/engineering to be qualified for future grant applications. (Requested by the County Manager)

Summary:

Lyon County has experienced difficulty win applying for grants for public works projects as they have not been pre-engineered/engineered as required by the granting authority. Staff has compiled a list of projects for the Board to prioritize for future funding opportunities to have pre-engineered/engineered.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Projects Report](#)

UTILITIES PROJECTS

Pre-engineered project and planning ideas for Utilities

Projects:

- Dayton Water: Water line to Dayton Events Center
- Dayton Water: Fire hydrant additions
- Dayton Water and Dayton Sewer: Carson Camp location, replacement of old, outdated infrastructure
- Dayton Water: Mound House location, replacement of old, outdated infrastructure north of Hwy 50
- No fund identified: Replace Silver City water system infrastructure

Planning:

- Dayton Water: Update water master plan
- Dayton Water: Develop water resource plan (required by 2019 legislature within 9 years)
- SSGID: Update and expand facility plan to include elements such as growth, collection system, storm water repair and management, infrastructure redundancy, solids management, effluent disposal alternatives, aging infrastructure, risk and resiliency needs, and possible service area expansion to match water service area
- Dayton Sewer: Update and expand sewer master plan to include elements such as growth, collection system, hydraulic modeling, odor control, risk and resiliency needs, options for Mound House, and effluent management
- Willow Creek GID: Develop a sewer master plan to include elements such as growth, collection system, solids management, risk and resiliency needs, and addition of Grand Estates subdivision
- No fund identified: Develop a water and sewer master plan for hwy 50 corridor between Dayton and Silver Springs.

ROAD PROJECTS

- Ramsey – Weeks/Opal tie in to USA Parkway
- Dayton Bridge
- Pete Hendrichs Road upgrade

FACILITIES PROJECTS:

- Silver Springs Athletic/Park Complex
- Dayton Valley Rodeo Grounds
- Dayton Government Center
- Silver Springs Government Center
- Yerington Senior Center Upgrade

STORM DRAINAGE

- Dayton Valley Master Plan Implementation
- Silver Springs Stagecoach
- East Mason Valley

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

18.e

Subject:

For Possible Action: Approve Agreement between Lyon County and the Historical Society of Dayton Valley for Maintenance, Preservation, Improvement and Enhancement of County Owned Historical Buildings and Property in Dayton Valley

Summary:

The Historical Society of Dayton Valley has had a long relationship with Lyon County providing stewardship and volunteer efforts related to historic buildings and property owned by Lyon County. The County acquired the catholic church building by donation recently. As part of adding that to the properties maintained and preserved by the HSDV it was decided to update the stewardship agreement. The Agreement outlines the rights and obligations of the parties and is designed to allow HSDV to continue the activities necessary to preserve these historical buildings and properties in Dayton Valley. The Historical Society is still reviewing the Agreement and may have suggested comments.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Stewardship Agreement

ATTACHMENTS

- - Proposed Stewardship 2021 Historical Society of Dayton Valley

**AGREEMENT BETWEEN LYON COUNTY, NEVADA AND THE
HISTORICAL SOCIETY OF DAYTON VALLEY FOR MAINTENANCE,
PRESERVATION, IMPROVEMENT and ENHANCEMENT OF
COUNTY OWNED HISTORICAL BUILDINGS AND
PROPERTY IN DAYTON VALLEY**

This Agreement is made and entered into by and between Lyon County, a political subdivision of the State of Nevada (“County”) and the Historical Society of Dayton Valley, a Nevada non-profit corporation (“Historical Society”).

WHEREAS, Lyon County is a political subdivision of the State of Nevada governed by NRS 244; and

WHEREAS, Historical Society is a Nevada non-profit corporation that engages in historical preservation and other historical activities in the Dayton Valley; and

WHEREAS, Lyon County and Historical Society have had an agreement to maintain, restore, preserve and/or enhance historical projects owned by Lyon County and located in the Dayton Valley, including the 1865 School House/Museum (APN 006-051-01), Historic Firehouse/Jail (APN 006-056-06), Carson and Colorado Railroad Depot Building and Yard (APN 06-057-20); and

WHEREAS, Lyon County has acquired by donation St. Ann (Old) Church (APN 006-056-009) and the parties desire to have the Historical Society maintain, restore, preserve and/or enhance that property; and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows,

1. Term. The term of this Agreement shall commence on February 18, 2021 and shall continue for a period of TEN (10) years, until February 18, 2031.
2. Automatic Renewal. Unless terminated by either party in writing, this Agreement shall automatically renew for additional ONE (1) year terms, unless either party provides thirty (30) days written notice prior to expiration that they do not intend to renew the Agreement.
3. County Responsibilities:
 - a. Insurance coverage for the buildings
 - b. Routine maintenance at the buildings and grounds as approved by the County at the sole discretion of the County
 - c. Usual and customary utilities and maintenance of the buildings (as determined by Lyon County Facilities)
 - d. Weed control at the locations.
 - e. Review any grant applications for property modifications or project requests from the Historical Society and respond with approval within the limits of the grant but no longer than sixty (60) days.
 - f. In the event that the County is the grant recipient, County will administer the grant and pay all the bills for the grants.
4. Historical Society Responsibilities:

- a. General security of the buildings and content, janitorial, cleaning, general upkeep and any telephone/internet serves.
 - b. Act as stewards when renting/leasing space, including requiring that all renters/lessees have insurance and that renters/lessees comply with the Lyon County Building Use Policy.
 - c. Forward all funds collected for renting/lease of space to the County Comptroller with said funds to be held for the Historical Society to be used for restoration, preservation, maintenance or enhancement activities on the County owned facilities.
 - d. Obtain County approval prior to any structural or major repairs or modifications to County buildings or property.
 - e. Maintain liability insurance for Historical Society operations as approved by the Lyon County Risk Manager and name County as an additional insured.
 - f. Submit any property modification or other appropriate grant applications to the County for approval prior to submitting the grant application to the approving authority.
 - g. In the event HSDV is the grant recipient, HSDV will administer the grant and pay all the bills. An example of this is the Room Tax Grant.
 - h. Submit all project requests and improvement plans to the County prior to make the improvements. This does not apply to maintenance or routine improvements.
5. Annual Meeting: Representatives from County, including a representative from the Facilities Department, and the Historical Society shall meet at least one time per year or as needed to help assure that the facilities are being maintained properly and to identify any major repairs or improvements that may be needed so that those repairs or improvements can be identified, properly planned and provided for in the budget.
 6. Annual Report: Historical Society agrees to submit a report at least annually outlining the improvements and projects at each facility that are planned, started and completed during the year. The report shall be submitted to the County Manager on or before January 31 of each year.
 7. Appropriation of County Funds. Nothing in this Agreement obligates the County to appropriate funds for the properties included within in this Agreement in future fiscal years. The appropriation of funds is a determination that is made at the sole and exclusive discretion of the County.

All payments required pursuant to the Agreement are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Agreement for the then current fiscal year under the Local Government Budget Act. The Agreement will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding. Nothing in the Agreement will be construed to provide Historical Society with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Agreement that are not paid to Historical Society will automatically revert to

the County's discretionary control upon the completion, termination, or cancellation of the Agreement. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Historical Society and Historical Society will have no claim of any sort to the unexpended funds.

8. Termination.

- a. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon twenty (20) days written notice of default or breach to the other party as follows:
 - i. If Historical Society fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement 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 Historical Society is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Historical Society 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 Agreement and any such breach impairs the Historical Society'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 the Historical Society, or any agent or representative of Historical Society, to any elected official, department head, officer or employee of the County with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
 - vi. If it is found by the County that the Historical Society has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- b. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph 8(a) above, 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.

- c. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination. Historical Society agrees to return all keys and property belonging to County within sixty (60) days of termination. County agrees to return property belonging to the Historical Society within sixty (60) days of termination. Historical artifacts will be properly protected. Historical Society agrees to provide all plans and information necessary to allow County to complete any pending projects or improvements.
 - d. Termination by Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties, in writing and setting forth the termination date of the Agreement. In the event one party desires to terminate the Agreement without cause and the other party desires to continue the Agreement, the parties agree to meet and endeavor to resolve any conflict related to the Agreement and to work to amend the Agreement or terminate the Agreement on terms acceptable to both parties. This provision applies only to termination of the Agreement without cause.
9. Indemnification. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS Chapter 41, from and against any liability arising out of the performance of the Agreement caused by an act or omission of its own officers, agents, and employees. The County shall not be liable for compensation or indemnity to any Historical Society employee for injury or sickness arising out of his/her employment or by reasons of the performance of any services provided for in this Agreement.
10. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
11. Public Records. Pursuant to NRS 239.010, information or documents regarding the services provided under this Agreement may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
12. Governing Law; Venue. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of the Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in such courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement

27 S Main Street
Yerington, NV 89447

With copy to: Doug Homestead
Facilities Director
18 Hwy 95A North
Yerington, NV 89447

Historical Society: Historical Society of Dayton Valley
P.O. Box 485
Dayton, NV 89403

WITNESS our hands this ____ day of March, 2021.

LYON COUNTY

By: Chairman, Board of County
Commissioners

Attest:

CLERK

DATED this ____ day of March, 2021.

HISTORICAL SOCIETY OF DAYTON
VALLEY

By: Lynne Ballatore
President, HSDV

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

19.a

Subject:

For Possible Action: Discussion and possible direction to the Utilities Director to add fire hydrant(s) in the Old Town Dayton area (requested by Commissioner Gray).

Summary:

Financial Department Comments:

If approved, I would recommend funding from the Dayton Water Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

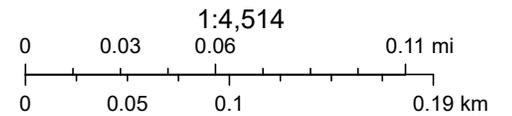
- [-Map of existing hydrants](#)

Utilities



2/22/2021, 9:42:52 AM

 Water Hydrant - ACTIVE



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Farr West

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

20.a

Subject:

For Possible Action: Approve the revised Central Lyon County Parks and Recreation Advisory Council bylaws.

Summary:

After the meeting of the approval of new members, it was requested to have the bylaws reviewed and revised. To remove the positions as seats representatives of the Citizen Advisory Boards to all as a Member at Large seats. This is in reaction to the non-participation of some Advisory Boards interests to apply to the Park Board and to streamline the application and record keeping process. It was also suggested to have the Board be a three person board versus five. The Chairman Scott Keller advised to keep it as a five member board.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- - [Bylaws \(Original\)](#)
- - [CLCPB Bylaws 2021 Final Revisions](#)

**BY-LAWS
CENTRAL LYON COUNTY
PARKS AND RECREATION ADVISORY COUNCIL**

ARTICLE 1 –Jurisdiction/Duties/Responsibilities

1. The Central Lyon County Park and Recreation Advisory Council (hereinafter referred to as Parks & Recreation Board) is established by the Lyon County Board of Commissioners to represent residents of Lyon County for that area known as Central Lyon County.
2. The Parks & Recreation Board shall be the advisory representative to Lyon County Parks, Lyon County Recreation, and to the Lyon County Board of Commissioners.
3. The Parks & Recreation Board is responsible for:
 - a. Promoting the creation of parks and recreational programs within Central Lyon County;
 - b. Representing the views and concerns of residents and property owners within Central Lyon County in a fair and equitable manner;
 - c. Serving as a liaison between the residents and/or property owners of Central Lyon County and the Lyon County Board of Commissioners; and
 - d. Disseminating information to the citizens within Central Lyon County on areas of concern to the residents.
4. The Parks & Recreation Board acts in an advisory capacity only. Areas of concern noted by the Parks & Recreation Board through their dialog with the public shall be presented to the appropriate Lyon County board, commission, and department, either in writing or at an open public meeting.
 - a. The Parks & Recreation Board should record any issues, areas of concern and benefits discussed during Parks & Recreation Board meetings and provide this information to the appropriate Lyon County board, commission, and department. The Parks & Recreation Board may also decide to provide a recommendation of approval or denial; however, the Parks & Recreation Board should primarily concentrate its efforts on gathering and providing adequate information to Lyon County government.
5. The Lyon County Manager's Office will provide membership, record keeping, budget, and financial support to the Parks & Recreation Board. The Parks & Recreation Board should contact the Citizen's Advisory Council Liaison in the County Manager's Office if a question arises in these areas of support.
 - a. The Lyon County Parks staff and Lyon County Recreation staff may provide administrative support.

ARTICLE 2 – Representation/Vacancies/Resignations

1. All Parks & Recreation Board members must reside within Central Lyon County. All Parks & Recreation Board members must also be registered to vote, if eligible, within Lyon County, the Lyon County Board of Commissioners, at the time of a member's appointment to the Parks & Recreation Board, may waive this requirement on a case-by-case basis.

2. The Lyon County Board of Commissioners may appoint members from those persons selected by the local community advisory council's which represents the communities within Central Lyon County.
 - a. New members must attend new member orientation training session within six months of appointment, or the first available training session made available by Lyon County staff if it should occur after the six-month date. Failure to comply with this requirement, or be excused by the Chairman due to unforeseen events, will result in automatic removal from the Parks & Recreation Board.
 - b. All Parks & Recreation Board members must attend a training session once yearly, or the first available training session when made available by Lyon Country staff. Failure to comply with this requirement, or be excused by the Chairman due to unforeseen events, will result in automatic removal from the Parks & Recreation Board.
3. The Parks & Recreation Board will consist of seven (7) members.
4. Term of office will be two (2) years. Terms will end on December 31st. Four members' terms ending in an even year; three members' terms ending in an odd year. Each community within the Parks & Recreation Board jurisdiction shall have one (1) representative: Silver Springs, Stagecoach, Mark Twain, Dayton, Mound House, Silver City, and the remaining one (1) position shall be one (1) At Large.
5. The office will be non-partisan.
6. The members will notify their local community advisory council in August when their representative's term is going to end. It is the local community advisory council's responsibility to fill the vacancy. If there are no recommendations submitted by November, the Parks & Recreation Board may make a recommendation to the Lyon County Board of Commissioners.
7. In the event there are no recommendations for any position, the Lyon County Board of Commissioners may appoint a person, who resides within Central Lyon County, to fill the vacancy.
8. Vacancies on the Parks & Recreation Board will be filled according to *Lyon County Code 3.01.03 Appointment; Organization; Compensation*.
9. If no acceptable applications are received for a Parks & Recreation Board position that has a specific community for representation, the Lyon County Board of Commissioners may change that position to a temporary At-Large position. When the temporary At-Large position is vacated, then the position reverts to its original community for representation.
10. Alternates for the Parks & Recreation Board members will be appointed according to Lyon County Code Section 3.01.03
 - a. Alternates will fill a vacated membership position until that position has been re-appointed by the Lyon County Board of Commissioners. Alternates are eligible to be considered for the vacated position.
11. Any member of the Parks & Recreation Board may resign at any time by presenting to the Parks & Recreation Board a written letter of resignation.
12. A vacancy shall be deemed to exist on the Parks & Recreation Board upon the occurrence of any of the following:

- a. Written resignation delivered to the Parks & Recreation Board;
- b. Death or incapacity;
- c. Failure of any member to maintain his residence within the stated Parks & Recreation Board jurisdictional area.

13. In the event of a vacancy on the Parks & Recreation Board, the local community advisory council will be notified; if there are no recommendations from the local advisory council, then the Parks & Recreation Board can make a recommendation to the Lyon County Board of Commissioners.

ARTICLE 3 - Removal from the Parks & Recreation Board

1. The Lyon County Board of Commissioners may remove a Parks & Recreation Board member under the provisions of Lyon County Code Section _____ (to be proposed). Concerns about the conduct or performance of a Parks & Recreation Board member should be discussed by the Chairman directly with the County Commissioner(s) within whose district the Parks & Recreation Board exists if those concerns are expressed by a quorum of the members. However, any County Commissioner may place an item on the commission agenda, including a closed session, pursuant to the provisions of NRS 241.033. A vote of the full Board of County Commissioners is necessary to remove a Parks & Recreation Board member.

2. Any Parks & Recreation Board member who has three consecutive unexcused absences from regular Parks & Recreation Board meetings will be automatically removed from membership on the Parks & Recreation Board under the provisions of Lyon County Code Section _____ (to be proposed). The Chair of the Parks & Recreation Board will notify the Commissioners when a member is subject to removal based on unexcused absences. The County Commissioners will then take appropriate actions to notify the removed member and to contact the local community advisory council for recommendations for a new member to fill the vacant seat.

ARTICLE 4 – Meetings

1. The Parks & Recreation Board will meet at least once a month in a meeting place within Central Lyon County, excluding legal holidays. Whenever possible, these meetings should be conducted in a publicly owned building. Meetings will be noticed and conducted in accordance with the Nevada State Open Meeting Law (NRS Chapter 241). The meeting place will be at a location accessible to the general public and, pursuant to the Americans With Disability Act, will accommodate people with disabilities. For public convenience, the Parks & Recreation Board will, to the extent possible, schedule its meeting for the same day of week and time each month, excluding legal holidays. The meeting place should also be at the same location each month; however, the Parks & Recreation Board may move the meeting place or time to encourage community/neighborhood attendance for a specific meeting. If the meeting place or time is moved, then the Parks & Recreation Board must notify the Lyon County Board of Commissioners and highlight the new location and time in bold letters on the public notice for the meeting.

- a. The Parks & Recreation Board will notify the Lyon County Board of Commissioners 10 working days prior to any change of a regular meeting. This notification will be in the form of a letter noting the location, day of week and time of the Parks & Recreation Board meeting.

b. When the Parks & Recreation Board desires to make a permanent change to its regular meeting date and/or time, then the following process will be followed:

- i. The Parks & Recreation Board will announce the intent and reason for the change as an agenda item during a regular meeting. The Parks & Recreation Board will notify the Lyon County Board of Commissioners by letter of the intent and reason.
- ii. At the next regular meeting, the Parks & Recreation Board will schedule an agenda item to vote on the proposed change. The results of this vote will be sent to the Lyon County Board of Commissioners by letter.
- iii. Unless notified differently by the Lyon County Board of Commissioners, the Parks & Recreation Board will implement the change during the third meeting in this process.

2. Special meetings of the Parks & Recreation Boards may be called by the Chair, by a majority of the Parks & Recreation Board members, or by the Lyon County Board of Commissioners. Special meetings will be noticed according to the State of Nevada Open Meeting Law (NRS Chapter 241). Special meetings may be called for and scheduled at any session of a regularly scheduled meeting.

3. Joint meetings of the Parks & Recreation Board and the Lyon County Board of Commissioners may be held when requested by a majority of either the Parks & Recreation Board or the Lyon County Board of Commissioners. The Lyon County Board of Commissioners will determine if the meeting should be held, its location and time.

ARTICLE 5 - Quorum/Attendance/Voting

1. A simple majority of the Parks & Recreation Board members, one of whom must be an officer, constitutes a quorum for the transaction of business. A vote which results in a simple majority of the quorum is sufficient to carry any action item.

2. Parks & Recreation Board members are expected to attend all regular meetings. The Chair can excuse members who are unable to attend a regular or special Parks & Recreation Board meeting.

ARTICLE 6 - Recommended Order of Business

1. The Parks & Recreation Board is encouraged to follow a standard order of business for public convenience. The content and results of Parks & Recreation Board meetings is more important than adhering to strict meeting formats; however, the Parks & Recreation Board is encouraged to follow an agenda to ensure an orderly meeting. Agendas should contain, at a minimum, the following items:

1. Name of the Parks & Recreation Board.
2. Date and time of meeting.
3. Location (to include street address) of meeting.
4. Call to Order.
5. Roll Call/Determination of Quorum.
6. Certification of Posting of the Agenda.
7. Approval of Agenda.
8. Approval of Minutes for Previous Meeting(s).
9. Lyon County Issues (reports from County agencies or departments as requested by the Parks & Recreation Board)
10. Public Comments.

11. Old Business. (Each item listed separately)
12. New Business. (Each item listed separately)
13. Updates/Announcements/Correspondence.
14. Chair/Member Comments.
15. Adjournment.

Items not requiring action by the Parks & Recreation Board will be noted with an asterisk next to the agenda item number. The agenda must conform to State of Nevada Open Meeting law requirements.

ARTICLE 7 – Officers

1. The Parks & Recreation Board shall elect from its membership the following officers: Chair, Vice-Chair, and Secretary. A member may not hold more than one office at a time. All officers are voting Parks & Recreation Board members. The Lyon County Board of Commissioners will be notified by letter of the officers for the Parks & Recreation Board.
2. The term of office for each officer will be one year. Terms will commence from the date of the election of officers. Officers are limited to two successive terms in office.
3. Election of officers will be held annually. Election of officers shall be held during a regular Parks & Recreation Board meeting. Election of officers shall be completed by February 1st of each year. The newly elected officers will assume office immediately upon election.
 - a. In the event a vacancy is created during an officer's term, the Parks & Recreation Board will conduct a special election to fill the vacancy at their next regular meeting.
4. The **Chair** is responsible for the following duties:
 - a. Chair all Parks & Recreation Board meetings;
 - b. Call special meetings of the Parks & Recreation Board with appropriate prior public notice;
 - c. Appoint all subcommittees in accordance with Article 5 and 10 of these bylaws;
 - d. Excuse members from attending a Parks & Recreation Board meeting;
 - e. Approve the agenda for posting. The Chair shall coordinate with the elected Secretary to prepare the draft agendas and approve each agenda prior to posting;
 - f. Ensure that agendas are posted in accordance with the State of Nevada Open Meeting Law;
 - g. Agendas shall be posted in five (5) public places within the Parks & Recreation Board's jurisdiction by 9:00 a.m., three (3) working days prior to any meeting. Written notice of such meetings must also be served upon all members of the Parks & Recreation Board not less than three (3) working days prior to such meeting;
 - h. Approve correspondence initiated by the Parks & Recreation Board prior to the mailing of such correspondence to Lyon County boards, commissions, or departments; and,
 - i. Represent the Parks & Recreation Board at public hearings before the Lyon County Board of Commissioners. In the event that the Chair is unable to appear, then the Chair may designate an alternate representative with the consent of the other officers of the Parks & Recreation Board.
5. The **Vice-Chair** is responsible for the following duties:
 - a. Assume the duties of the Chair in the absence of the Chair; and
 - b. Perform other duties as assigned by the Chair.
6. The **Secretary** is responsible for the following duties:

- a. Record minutes of all Parks & Recreation Board meetings according to the State of Nevada Open Meeting Law (OML), NRS Chapter 241 (a copy of these minutes will be submitted to the Lyon County Board of Commissioners within thirty working days of each meeting).
- b. Post and mail the agenda according to the State of Nevada Open Meeting Law (NRS Chapter 241), and provide the Lyon County Parks Department with a copy of the approved agenda.
- c. Perform other secretarial duties as assigned by the Chair.
- d. The secretary will also record and prepare minutes, and send those minutes to the County Manager's Office for retention and distribution.

ARTICLE 8 – Correspondence

1. Any correspondence representing the Parks & Recreation Board shall be signed by the Chair, or in that officer's absence, any other officer of the Parks & Recreation Board.

ARTICLE 9 – Budget

1. The Lyon County Comptroller's Office shall maintain the budget for the Parks Recreation Board. Requests for funds by the Parks & Recreation Board shall be submitted to the Lyon County Manager's Office. If such a request involves funds not approved in the annual budget, the request shall be forwarded to the Lyon County Board of Commissioners.

ARTICLE 10 – Committees

1. The Chair of the Parks & Recreation Board may appoint, with the concurrence of the Parks & Recreation Board and subject to the State of Nevada Open Meeting Law, the following committees:
 - a. Standing committees (comprised of Parks & Recreation Board members) as are required to carry out the business of the Parks & Recreation Board; and
 - b. Ad Hoc committees, whenever the need arises, provided that the duties, scope of authority and length of duration of such committees are clearly specified at the time of their appointment. Ad Hoc committees are subject to the following constraints.
2. The Lyon County Board of Commissioners will be notified of the ad hoc committee's duties, scope of authority, length of duration and membership;
3. A member of the Parks & Recreation Board shall serve on each ad hoc subcommittee.
4. Remaining ad hoc subcommittee members must be from the Central Lyon County area of the Parks & Recreation Board, but need not be members of the Parks & Recreation Board; and
5. Reports from the ad hoc subcommittee should be given to the Parks & Recreation Board at regular intervals, at a Parks & Recreation Board regular meeting.

ARTICLE 11 – Amendments/Clarifications

1. Amendments to these by-laws may be recommended by the Parks & Recreation Board to cover unique issues or concerns. These amendments shall be limited in scope and specialized to respond to the specific issue or concern. The Parks & Recreation Board shall discuss proposed amendments to these bylaws as an agenda item during at least one public meeting. Issues, concerns and any appropriate recommendations from the public meeting will accompany the proposed amendment request

2. Amendments to these by-laws do not take effect until approved by the Lyon County Board of Commissioners. The Parks & Recreation Board shall submit proposed amendment requests to the Lyon County Board of Commissioners for approval.
3. Amendments specific to the Parks & Recreation Board will be compiled at the end of these by-laws and will contain the date approved by the Lyon County Board of Commissioners.
4. The Parks & Recreation Board shall attempt to resolve any questions or disagreement concerning these by-laws, their meaning or interpretation. If a parks & Recreation Board resolution is not possible, the Lyon County Board of Commissioners shall consider the issue. The Lyon County Board of Commissioners shall have final authority concerning these by-laws or any other matters connected with the Parks & Recreation Board.

ARTICLE 12 – Effective Date

These by-laws shall be effective from and after their adoption by the Lyon County Board of Commissioners.

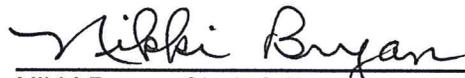
Article 7, Item 6 a-d was amended by the Lyon County Board of Commissioners at their meeting of May 7, 2009, and was approved by a unanimous 5-0 vote.

AMENDMENT APPROVED:



 Phyllis Hunewill, Chairman

Attest:



 Nikki Bryan, Clerk & Treasurer

BYLAWS
CENTRAL LYON COUNTY PARKS AND RECREATION
ADVISORY COUNCIL

ARTICLE 1- Jurisdiction/Duties/Responsibilities

1. The Central Lyon County Park and Recreation Advisory Council (hereinafter referred to as Parks & Recreation Board) is established by the Lyon County Board of Commissioners to represent residents of Lyon County for that area known as Central Lyon County.
2. The Parks & Recreation Board shall be the advisory representative to Lyon County Parks, Lyon County Recreation, and to the Lyon County Board of Commissioners.
3. The Parks & Recreation Board is responsible for:
 - a. Promoting the creation of parks and recreational programs within Central Lyon County;
 - b. Representing the views and concerns of residents and property owners within Central Lyon County in a fair and equitable manner;
 - c. Serving as a liaison between the residents and/or property owners of Central Lyon County and the Lyon County Board of Commissioners; and
 - d. Disseminating information to the citizens within Central Lyon County on areas of concern to the residents.
4. The Parks & Recreation Board acts in an advisory capacity only. Areas of concern noted by the Parks & Recreation Board through their dialog with the public shall be presented to the appropriate Lyon County board, commission, and department, either in writing or at an open public meeting.
 - a. The Parks & Recreation Board should record any issues, areas of concern and benefits discussed during Parks & Recreation Board meetings and provide this information to the appropriate Lyon County board, commission, and department. The Parks & Recreation Board may also decide to provide a recommendation of approval or denial; however, the Parks & Recreation Board should primarily concentrate its efforts on gathering and providing adequate information to Lyon County government.
5. The Lyon County Manager's office will provide membership and record keeping to the Parks & Recreation Board. The Parks & Recreation Board should contact the Advisory Board Liaison in the County Manager's office if a question arises in these areas of support.
 - a. The Lyon County Facilities staff and Lyon County Recreation staff may

provide administrative and supplies support.

ARTICLE 2- Representation/Vacancies/Resignations

1. All Parks & Recreation Board members must reside within Central Lyon County. The Lyon County Board of Commissioners will appoint applicants from the communities within Central Lyon County.
2. New members must attend an Open Meeting Law training session within six months of appointment, or the first available training by Lyon County staff if it should occur after the six-month date. Failure to comply with this requirement may result in removal from the Parks & Recreation Board, unless waived by the County Manager.
 - a. All Parks & Recreation 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 from the Parks & Recreation Board.
3. The Parks & Recreation Board will consist of five (5) members. All members will be at large seats within the Parks & Recreation Board's jurisdiction
4. Term of office will be two (2) years. Terms will end on December 31, with three members' terms ending in an even year and two members' terms ending in an odd year. The five (5) members' consisting of.
5. The office will be non-partisan.
6. Vacancies on the Parks & Recreation Board will be filled according to *Lyon County Code 3.01.03 Appointment; Organization; Compensation.*
7. Any member of the Parks & Recreation Board may resign at any time by presenting to the Parks & Recreation Board and the Lyon County Manager's office a written letter of resignation.
8. A vacancy shall be deemed to exist on the Parks & Recreation Board upon the occurrence of any of the following:
 - a. Written resignation delivered to the Parks & Recreation Board;
 - b. Death or incapacity;
 - c. Failure of any member to maintain his residence within the stated Parks & Recreation

Board jurisdictional area.

9. In the event of a vacancy on the Parks & Recreation Board, the Advisory Board Liaison will advertise the membership vacancies at least quarterly.

ARTICLE 3- Attendance

1. Parks & Recreation Board members are expected to attend all regular meetings. The chair may excuse members who are unable to attend a regular or special board meeting. Attendance at regular or special meetings, to include excused or unexcused absences, will be recorded in the minutes from the meeting.
2. Parks & Recreation Board Members may call into the meeting under circumstances that require a board member to call in for purposes of establishing a quorum. Board Members are discouraged from calling in for meetings and it should not be a frequent occurrence. When any Board Member calls in to the meeting, the public must be able to hear the speaker and the caller must be able to hear the public and the Board. Please note that this is for important absences only.
3. The Chair of the Parks & Recreation Board will notify the County Manager's office when a member is subject to removal based on unexcused absences. The County Commissioners will then take appropriate actions to notify the member. The County Manager's office may place an item on the Commission agenda. A vote of the Board of County Commissioners is necessary to remove a Park's & Recreation Board member.

ARTICLE 4- Meetings

1. The Parks & Recreation Board will meet once a month in a meeting place within Central Lyon County. Whenever possible, these meetings should be conducted in a publicly owned building. Meetings will be noticed and conducted in accordance with the Nevada State Open Meeting Law (NRS Chapter 241). The meeting place will be at a location accessible to the general public, in accordance with the Americans with Disability Act, and will accommodate people with disabilities. For public convenience, the Parks & Recreation Board will, to the extent possible, schedule its meeting for the same day of week and time each month, excluding legal holidays. The meeting place should also be at the same location each month; however, the Parks & Recreation Board may move the meeting place or time to encourage community/neighborhood attendance for a specific meeting. If the meeting place or time is moved, then the Parks & Recreation Board must notify the Lyon County Board of Commissioners and the County Manager's office. The agenda must highlight the new location and time in bold letters on the public notice for the meeting.
2. Special meetings of the Parks & Recreation Board may be called by the Chair, by a majority

of the Parks & Recreation Board members, by the Lyon County Board of Commissioners, or by the County Manager's office. Special meetings will be noticed according to the State of Nevada Open Meeting Law (NRS Chapter 241). Special meetings may be called for and scheduled at any session of a regularly scheduled meeting.

3. Joint meetings of the Parks & Recreation Board and the Lyon County Board of Commissioners may be held when requested by a majority of either the Parks & Recreation Board or the Lyon County Board of Commissioners. The Lyon County Board of Commissioners and the County Manager's Office will determine if the meeting should be held, its location and time.

ARTICLE 5 - Quorum/Attendance/Voting

1. A simple majority of the Parks & Recreation Board members constitutes a quorum for the transaction of business. A vote which results in a simple majority of the quorum is sufficient to carry any action item.
2. Parks & Recreation Board members are expected to attend all regular meetings. The Chair can excuse members who are unable to attend a meeting and such absence and the Chair's approval of the absence must be noted as such in the minutes.

ARTICLE 6- Recommended Order of Business

1. The Parks & Recreation Board is encouraged to follow a standard order of business for public convenience. The content and results of Parks & Recreation Board meetings is more important than adhering to strict meeting formats; however, the Parks & Recreation Board is encouraged to follow an agenda to ensure an orderly meeting. Agendas should contain, at a minimum, the following items:
 - 1) Name of the Parks & Recreation Board
 - 2) Weekday, date and time of meeting
 - 3) Building and address of meeting
 - 4) OML notice, to hear items in a different order to accomplish business
 - 5) Call to Order
 - 6) Roll Call/Determination of Quorum
 - 7) Public Participation
 - 8) Review and adoption of Agenda
 - 9) Approval of Minutes
 - 10) Community Reports (reports from County agencies or departments)
 - 11) Correspondence

- 12) Chair/Member Comments
- 13) Adjournment
- 14) Posting Locations

All agendas must conform to Nevada State Open Meeting Law requirements, including the requirement of specificity in description of an item sufficient to inform the public of likely action to be taken by the Parks & Recreation Board.

ARTICLE 7- Officers

1. The Parks & Recreation Board shall elect from its membership the following officers: Chair, Vice Chair, and Secretary. A member may not hold more than one office at a time. All officers are voting Parks & Recreation Board members. The Lyon County Board of Commissioners will be notified by letter of the officers for the Parks & Recreation Board.
2. Appointment of officers will be held annually or as vacancies occur. The appointment for officers shall be held during a regular CLCP&R Board meeting and will be agendaized. 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.
 - a. In the event a vacancy is created during an officer's term, the Parks & Recreation Board will conduct a special appointment to fill the vacancy at their next regular meeting.
3. The Chair is responsible for the following duties:
 - a. Chair all Parks & Recreation Board meetings;
 - b. Call special meetings of the Parks & Recreation Board with appropriate prior public notice;
 - c. Appoint all subcommittees in accordance with Article 5 and 10 of these bylaws;
 - d. Excuse members from attending a Parks & Recreation Board meeting;
 - e. Approve the agenda for posting. The Chair shall coordinate with the Secretary to prepare the draft agendas and will approve each agenda prior to posting;
 - f. Ensure that agendas are posted in accordance with the State of Nevada Open Meeting Law at the locations noted on the agenda; The Chair will certify such posting at the beginning of each Parks & Recreation Board meeting;
 - g. Approve correspondence, reports or a Letter of Transmittal initiated by the Parks & Recreation Board prior to submitting of such correspondence to the Lyon County Commission or to other boards, commissions, departments or agencies;
 - h. Represent the Parks & Recreation Board at public hearings before the Lyon County Board of Commissioners. In the event that the Chair is unable to appear, then the

Chair may designate an alternate representative with the consent of the other board members.

4. The Vice-Chair is responsible for the following duties:
 - a. Assume the duties of the Chair in the absence of the Chair; and
 - b. Perform other duties as assigned by the Chair.

5. The Secretary is responsible for the following duties:
 - a. Assume the duties of the Chair in the absence of the Chair and the Vice-Chair;
 - b. Record audio and prepare the minutes of the Parks & Recreation Board meetings according to the State of Nevada Open Meeting Law (OML), NRS Chapter 241. The minutes must be available for public inspection within 45 working days after adjournment of the meeting or after the next meeting, whichever occurs first;
 - c. Post the agenda according to the State of Nevada Open Meeting Law (NRS Chapter 241), and provide the Lyon County Manager's office and the Facilities Department with a copy of the approved agenda.
 - d. Perform other secretarial duties as assigned by the Chair.
 - e. The secretary will send audio recordings and final minutes to the County Manager's office for retention and distribution.

ARTICLE 8- Correspondence

1. Any correspondence representing the Parks & Recreation Board shall be signed by the Chair, or in that officer's absence, any other officer of the Parks & Recreation Board. The Secretary may sign correspondence on behalf of the Chair, only with the Chair's permission, and when the Chair is unable to sign personally.

ARTICLE 9 - Expenditures

1. The Lyon County Facilities office will review all requests for expenditures for the Parks & Recreation Board. Parks & Recreation Board recommendations for park improvements out of the park construction tax will be provided to the Facilities Director and then placed on the Board of Commissioners agenda for their consideration.

ARTICLE 10 - Committees

1. The Chair of the Parks & Recreation Board may appoint, with the concurrence of the Parks & Recreation Board and subject to the State of Nevada Open Meeting Law, the following

committees:

- a. Standing committees (comprised of Parks & Recreation Board members) as are required to carry out the business of the Parks & Recreation Board; and
 - b. Ad Hoc committees, whenever the need arises, provided that the duties, scope of authority and length of duration of such committees are clearly specified at the time of their appointment. Ad Hoc committees are subject to the following constraints:
 - 1) The Lyon County Board of Commissioners will be notified of the Ad Hoc committee's duties, scope of authority, length of duration and membership;
 - 2) A member of the Parks & Recreation Board shall serve on each ad hoc committee;
 - 3) Remaining ad hoc committee members must be from the geographical area of the Central Lyon County area of the Parks & Recreation Board, but need not be members of the Parks & Recreation Board; and
 - 4) Reports from the ad hoc committee should be given to the Parks & Recreation Board at regular intervals during the boards' public meeting.
2. The Chair of the Parks & Recreation Board may also appoint, with the concurrence of the rest of the advisory board, the chair of the standing or ad hoc committees.

ARTICLE 11 - Amendments/Clarifications

1. Amendments to these bylaws may be recommended by the Parks & Recreation Board to cover unique issues or concerns in the boards' geographic area of responsibility. These amendments shall be limited in scope and specialized to respond to the specific issue or concern.
2. Proposed amendments to the standard bylaws shall be discussed as an agenda item by the Parks & Recreation Board during at least one public meeting. Issues, concerns and any appropriate recommendations from the public meeting will accompany the proposed amendment request.
3. Amendments to these bylaws do not take effect until approved by the Lyon County Board of Commissioners. Proposed amendment requests will be submitted by the Parks & Recreation Board to the Lyon County Commission for approval.
4. Amendments specific to the Parks & Recreation Board will be compiled at the end of these bylaws and will contain the date approved by the Lyon County Board of Commissioners.
5. The Parks & Recreation Board shall attempt to resolve any questions or disagreement concerning these bylaws, their meaning or interpretation. If a parks & Recreation Board

resolution is not possible, the Lyon County Board of Commissioners shall consider the issue. The Lyon County Board of Commissioners shall have final authority concerning these bylaws or any other matters connected with the Parks & Recreation Board.

ARTICLE 12 - Effective Date

These bylaws shall be effective from and after their adoption by the Lyon County Board of Commissioners on March ____, 2021.

Approved: _____

Vida Keller, Chairman
Board of County Commissioners

Attest: _____

Nikki Bryan, Clerk

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

20.b

Subject:

For Possible Action: Approve Conversion to County Property Request. See attached conversion letter listing property to be converted.

Summary:

The Lyon County Sheriff's Office has a number of items that need to be converted to county property to be disposed of or sold. See attached letter listing items. All items on the list have been vetted through our evidence process and are cleared to be converted. Supporting documents are available upon request.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve Conversion to County Property Request. See attached conversion letter listing property to be converted.

ATTACHMENTS

- - [Conversion to County Property Request](#)

LYON COUNTY SHERIFF



Frank Hunewill
Sheriff

209

To: Frank Hunewill

From: Captain Shawn Clanton
Lyon County Sheriff's Office
911 Harvey Way Yerington Nevada 89447

Re: Conversion to County Property Request

Date 02/08/2021

I am requesting that the following property be covered to county property. All item have gone through the evidence process and are clear to be converted.

Case Number 16LY01026 (see below)

Marlin Model 989 .22 caliber rifle S/N# 22400153

Case Number 20LY00347 (see below)

Smith & Wesson SW9VE 9mm pistol S/N# DWK0043

Colt Cobra .38 caliber revolver S/N# 89285

Ruger LCP .380 pistol S/N# 37686784

Orion L22 .22 pistol S/N# 076135

BERSA Thunder .380 pistol S/N# 541569

Davis D22 .22 pistol S/N# 407086

CP/WSAR-10/63 AK47 rifle 7.62.39with bayonet S/N# 1977HF4122

Bushmaster AR-15 XM15E2S 5.56/.223 S/N# BFIT026635

Case Number 19LY03294 (see below)

Smith & Wesson M&P Shield 9mm pistol S/N# HDC3577

Case Number 13LY04026 (see below)

1999 Honda Camry VIN# JT2BF28K7X0150781

Case Number 15LY03908 (see below)

2009 Honda CRF 100 motorcycle VIN# JH2HE03017K601259

Respectfully CAPT. CLANTON
Capt. S. Clanton

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 4, 2021

Agenda Item Number:

20.c

Subject:

For Possible Action: Discuss and possible direction to staff regarding a potential relocation of the Dayton Rodeo Center (requested by Commissioner Gray).

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 4, 2021

Agenda Item Number:

20.d

Subject:

For Possible Action: Approve MOU between the City of Fernley and Lyon County for services and Addendum A to the MOU related to court facilities for domestic battery jury trials.

Summary:

The City of Fernley wishes to allow Lyon County to use the City's Courtroom/Council chambers to hold Domestic Violence Jury Trials. The Sheriff's Office will continue to cite all cases that arise under NRS 200.485 Domestic Battery into the Canal Township Justice Court not Fernley Municipal Court. As part of the arrangement, the City is also doing a general MOU and we can add additional items on future agendas for additional sharing or county/city facilities. This Addendum A is the first MOU for a specific arrangement between the City and County.

Financial Department Comments:

The existing practice by the Sheriff's Office is to cite these claims into the Justice Court. The jury trial costs are factored into our existing budgets.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve MOU between the City of Fernley and Lyon County for services and Addendum A to the MOU related to court facilities and domestic battery jury trials.

ATTACHMENTS

- - [2021 MOU Addendum A Domestic Battery and Jury Trials](#)
- - [Memorandum of Understanding MOU Lyon County City of Fernley General Services \(Revised\)](#)

2021 MOU Addendum A
between the City of Fernley and Lyon County
For Services related to Court Facilities,
Jury Coordinator, and Prosecution of Domestic Battery Cases

The City of Fernley and Lyon County, hereafter referred to as “the Parties,” hereby agree to additional services under this MOU as follows:

1. **USE OF COURT FACILITIES:** The County shall be allowed to utilize the City of Fernley Courtroom/Council chambers (“City’s Courtroom”) to hold all Domestic Violence Jury Trials.
 - a. The City shall provide:
 - i. Use of City’s Courtroom on the first and third Thursdays and Fridays of the Month, as well as any 5th Thursday and Friday of the month.
 1. Access will be granted during regular business hours
 2. Set up for jury trials including attorney’s tables and podium
 3. Access and use of recording technology
 - ii. The City shall maintain the City’s Courtroom including:
 1. Cleaning the facility on a reasonable basis
 2. Paying any related County taxes on the building
 3. Recording technology
 - a. type of which will be at the City’s discretion

4. The City shall at the City's sole cost and expense, keep the City's Courtroom and every part thereof in good condition and repair, including, but not limited to the roof, foundation and structural elements of the City's Courtroom, the HVAC system, the main equipment and systems providing services to the City's Courtroom including without limitation, mechanical, electrical, plumbing systems, and the fire alarm systems.

b. In exchange, the County will agree to:

i. Lyon County Sheriff will continue to cite all cases that arise under NRS 200.485 Domestic Battery into the Canal Township Justice Court and not the Fernley Municipal Court.

ii. The County shall handle all matters that would require the tasks of a jury coordinator related to Domestic Battery cases.

2. COMPENSATION/INDEMNITY: The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein. ~~The County indemnifies the City against any loss or expense by reason of injury or sickness compensation or indemnity arising out of employment of any County personnel serving the City hereunder.~~ The County shall not be liable for compensation or indemnity to any City employee for injury or sickness arising out of his/her employment, or by reasons of the performance of any of the services provided for herein.

3. **TERMINATION:** NOTWITHSTANDING the provisions of this paragraph hereinbefore set forth, either party may terminate this Agreement upon notice in writing to the other party of not less than 90 days' notice, **specifying the date of termination.** Upon termination, all cases will remain with their originating court/prosecuting agency.
4. **RENEWAL:** This agreement will automatically renew every calendar year unless 90 days' notice is given as pursuant to the Termination section as noted in section 3 above.
5. **INTEGRATION.** This Agreement embodies the entire understanding between the parties. There are no terms, covenants or conditions, express or implied, other than those set forth herein. This Agreement supersedes all earlier negotiations, understandings and Agreements between the parties and represents the sole intentions of the parties.
6. **PREVIOUS AGREEMENT BETWEEN CITY AND COUNTY.** With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.
7. **MODIFICATION.** This Agreement may be modified at any time by mutual written consent of the parties.
8. **INDEMNIFICATION FOR THIRD PARTY LIABILITY.** The City agrees to defend, indemnify and hold harmless the County and the County's officers, directors, members, managers, employees, and/or agents from and against all losses, damages, liabilities, actions, judgments, interest, awards, penalties, fines, costs or

expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third party claim, suit, action or proceeding based on (i) the third party's use of the City's Courtroom during Domestic Violence Jury Trials; or (ii) damage to property of unaffiliated third parties, injury to or death of any such person, arising out of or resulting from the performance of any services provided for in this Agreement.

THIS Agreement approved and accepted by the Board of Lyon County Commissioners, this _____ day of _____, 20_____.

BOARD OF LYON
COUNTY COMMISSIONERS

CHAIRMAN

Attest:

County Clerk

THIS Agreement approved and accepted by the City of Fernley City Council, this _____ day of _____, 20_____.

CITY OF FERNLEY

MAYOR

Attest:

City Clerk

THIS Agreement approved and accepted by the Lyon County Sheriff, this _____ day of _____, 20_____.

Sheriff

THIS Agreement approved and accepted by the Lyon County District Attorney, this _____ day of _____, 20_____.

Lyon County District Attorney

THIS Agreement approved and accepted by Lori Matheus, serving as both the Canal Township Justice Court Justice of the Peace and Senior Judge serving as the City of Fernley Municipal Court Judge, this _____ day of _____, 20_____.

Judge

THIS Agreement approved and accepted by the Fernley City Attorney, this _____ day of _____, 20_____.

City Attorney

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF FERNLEY

AND

THE COUNTY OF LYON

THIS Agreement, made and entered into this _____ day of _____, 201__, by and between CITY OF FERNLEY, a political subdivision of the State of Nevada, hereinafter referred to as CITY, and LYON COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, together hereinafter referred to as the PARTIES:

WITNESSETH:

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and

WHEREAS, Lyon County, a political subdivision of the State of Nevada, pursuant to NRS Chapter 244; and

WHEREAS, COUNTY and CITY are authorized pursuant to NRS 277.180 to enter into this agreement; and

WHEREAS, the City and the County desire to provide effective and cost-efficient services to their communities; and

WHEREAS from time to time the City and County may provide cost-efficient services by sharing, renting, and/or jointly using facilities, land, resources, and other tax-payer items; and

WHEREAS, all parties will benefit from a cooperative effort in the various amendments attached; now

1. THEREFORE, the City and County hereby enter into this agreement:
2. **GENERAL PROVISIONS.** The terms set forth in this Agreement are intended by the Parties as a final expression of agreement with respect to such terms and may not be contradicted by evidence of any prior agreement or any contemporaneous oral statement. This Agreement is a complete and exclusive statement of the Parties' agreement which may not be explained or supplemented by evidence of additional terms. This Agreement may not be altered or modified except by written instrument signed by each of the Parties or as otherwise provided by order of a court of Lyon County.
3. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other for the purposes as set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement 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 one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
4. **CONSIDERATION:** Consideration shall be as written in each Addendum.

5. INDEMNIFICATION. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. ~~The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.~~

6. LIMITED LIABILITY. The parties do not waive, and intend to assert, NRS Chapter 41 and other liability limitations in all cases.

7. COOPERATION. The parties hereto agree to provide to the other such mutual assistance and cooperation to enable the terms and conditions of this Agreement to be carried out with the least expenditure of time, personnel, and funds.

8. **AMENDMENTS.** Amendments may only be created between the parties, in writing, and executed with the same formality of this Agreement.
9. **INTERPRETATION.** This Agreement shall be interpreted according to the laws of the State of Nevada.
10. **NO THIRD-PARTY BENEFICIARIES.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this Agreement.
11. **ACCOUNTING.** Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.
12. **ASSIGNMENT, TRANSFER OR DELEGATION.** No party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other parties.
13. **AUTHORITY TO ENTER INTO AGREEMENT.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party

has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

14. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this agreement unenforceable. This Severability Clause will only have effect when an unenforceable provision does not undermine the primary purpose of this agreement. ~~which is that a fence be designed, constructed and maintained the limit livestock from traversing on Highway 95A, causing traffic accidents and traffic control issues.~~

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its remedies or rights as to any other breach.

16. ADVICE OF COUNSEL. Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this ~~Agreement Contract~~ or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this ~~Agreement Contract~~ in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. ~~This is an agreement of settlement and compromise, made in~~

~~recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.~~

17. ATTORNEYS' FEES, COSTS, AND EXPENSES. Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this **Agreement Contract**.

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

The rest of this page intentionally left blank.

THIS Agreement approved and accepted by the Board of Lyon County
Commissioners, this _____ day of _____, 20____.

BOARD OF LYON
COUNTY COMMISSIONERS

CHAIRMAN

Attest:

County Clerk

THIS Agreement approved and accepted by the City of Fernley City Council, this
_____ day of _____, 2011.

CITY OF FERNLEY

MAYOR

Attest:

City Clerk