LYON COUNTY BOARD OF COUNTY COMMISSIONERS  
THURSDAY, MARCH 16, 2023  
9:00 AM  
LYON COUNTY ADMINISTRATIVE COMPLEX  
27 S. MAIN STREET  
YERINGTON, NV  89447

Join Zoom Meeting:  
https://us02web.zoom.us/j/83368686463?pwd=ZIVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09  
Meeting ID: 833 6868 6463 /  Passcode: 896135  

County Commission meetings are open to the public and members of the public may attend in person and the meetings are also virtual and the public may attend via Virtual Zoom.  
Public Comment: Lyon County allows the following. If you are attending the virtual Zoom meeting, public comment may be provided by raising your hand. This can occur in several ways, including by dialing *9 from your phone to raise your hand and request to speak for public comment. Then to unmute yourself, dial *6.  

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.  

You can also provide public comment, or request supporting materials, for this meeting by sending us an email to countyclerks@lyon-county.org. Be sure to type, PUBLIC COMMENT or DOCUMENT REQUEST in the subject line.  

AGENDA

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

To avoid meeting disruptions, please place cell phones and beepers in the silent mode or turn them off during the meeting.
The Board reserves the right to take items in a different order to accomplish business in the most efficient manner. Items may be combined for consideration and items may be pulled or removed from the agenda at anytime.

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

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

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

1. Roll Call

2. Invocation given by Irene Albritton of First Christian Church

3. Pledge of Allegiance

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

5. For Possible Action: Review and adoption of agenda

6. Time Certain
   6.a. Time Certain at 9:00 AM: For Presentation & Update Only: General Manager Bert Bryan with Walker River Irrigation District to give a report on current and forecasted Walker River conditions.
   
   6.b. Time Certain at 9:15 AM: For Possible Action and Presentation: Approve an Investment Advisory Agreement with FHN (Financial Main Street Advisors, LLC) in the amount of 0.075% of the quarterly average. And naming US Bank as custodian of investment funds and opening an account with US Bank in the amount of 0.01%, and to allow Clerk/Treasurer to sign contracts.

   - Investment Advisory Agreement with FHN
   - Custody Account Application with US Bank

7. Presentation of awards and/or recognition of accomplishments
   7.a. For Presentation Only: Recognize Human Resources Director Eric Milavsky for outstanding commitment and performance to the employees of Lyon County.
8. Commissioners/County Manager reports

9. Elected Official’s reports

10. Appointed Official’s reports

11. Advisory Board reports
   11.a. For Report Only: Dayton Regional Advisory Board
         - Letter of Transmittal

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. 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.
         - Unsecured Factual
         - Secured Factual

13. For Possible Action: Approve County Commission Minutes
   13.a. For Possible Action: Approve the March 02, 2023 minutes.
         - March 2, 2023 Minutes

14. Contracts
   14.a. For Possible Action: Approve Agreement with Thomson Reuters for Online Legal Research for the District Court for five years at the rate of $1,170 per month the first year and a 4% increase each year thereafter.
         - District Court Thomson Reuters Contract

15. Grants
   15.a. For Possible Action: Accept a $2500 scholarship from the Pet Network Humane Society covering registration and travel expenses for a Lyon County Animal Services Officer to attend the Animal Care Expo in New Orleans in April 2023.

   15.b. For Possible Action: Accept amendment to FY2019 Federal Transit Administration (FTA) 5339 (Capital Purchases) Agreement funding in the amount of $66,179, with County matching funds in the amount of $11,679, for a replacement vehicle and accept the vehicle into the County fleet, to extend the agreement ending date to March 31, 2024.
         - Amendment to Grant Agreement for Replacement Vehicle

16. Other Consent Items
   16.a. For Possible Action: Review and accept claims and financial reports.
         - Claims Report 2-16-23 to 2-28-23
16.b. For Possible Action: Review and accept travel claims.

- Travel Report 2-16-23 to 2-28-23

16.c. For Possible Action: Approve buying two trucks that will exceed the current budgeted amount, with $11,000 coming from contingency in the General Fund for a Facilities Department truck and $6,000 being moved from the services and supplies line item in the Road Improvement Fund for a Road Department truck.

**END OF CONSENT AGENDA**

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

17. Advisory Board

17.a. For Possible Action: Appoint a member to the Planning Commission, with a term expiring December 31, 2026.

- Clerk Affidavit
- Betty Retzer, Application
- Jeff Le Grand, Application
- Jimmie A. Richards, Application
- Mark Hamilton Jones, Application
- Michael Weiss, Application
- Ralph N. Ewing, Application
- Shannon Ceresola, Application
- Suzanne Armstrong, Application

17.b. For Possible Action: Appoint Jeff Miller as the Sheriff’s Representative to the 911 Surcharge Committee with a term expiring December 31, 2023.

18. Utilities

18.a. For Information Only: Projects update from the Utilities Engineer for the first quarter of 2023 (Kishora Panda).

- Utilities Department Projects

18.b. For Possible Action: Approve Change Order No. 1, for the Aspen Creek Rapid Infiltration Basins and 12-inch Effluent Main Project with Ames Construction, to extend the contract duration by 121 days due to material procurement delays associated with American Iron and Steel available products. (David Bruketta)

- Change Order 1, Ames Construction

19. County Manager

19.a. For Possible Action: Approve Task Order C, between LYON COUNTY, NEVADA and ARMSTRONG CONSULTANTS, INC., providing for professional engineering services for the Silver Springs Airport for Pavement Maintenance of Runway 6/24 and Taxiway A, in the amount of $73,980.00.

- Silver Springs Airport Pavement Maintenance Task Order C
19.b. For Possible Action: Approve letters of support on behalf of the Board of Commissioners for Community Project Funding requests.
   - Letter of Support (LYSO Training Center)
   - Letter of Support (Ramsey Weeks)
   - Letter of Support (Miller and Aiazzi)
   - Letter of Support (Respite Care)
   - Letter of Support (Youth MOST)

20. Clerk/Treasurer
20.a. For Possible Action: Approve contract with Bid4Assets for five years for online county tax sale auction and allow the Clerk/Treasurer to sign the contract.
   - Bid4Assets Professional Services Agreement for Online Tax Sale

21. Human Resources
21.a. For Possible Action: Approve the addition of one new classification to the Deputy District Attorney classification series, and amend the compensation plan by adjusting the salary ranges for classifications within this series.
   - DDA Classification and Compensation Changes

22. Agenda Requests
   - Administrative Policies and Procedures 1.05, A Commission Member or elected/appointed department head may request an item be considered on a future agenda either by making an oral request at a County Commission meeting or submitting the request in writing to the County Manager at least 30 days prior to the meeting for which the item is requested to be placed on the agenda.

23. Commissioner Comments

24. 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.

25. 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.

26. Adjourn

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

Lyon County recognizes the needs and civil rights of all persons regardless of age, race, color, religion, sex, handicap, family status, or national origin. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices,
and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

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

T.D.D. services available through 463-2301 or 463-6620 or 911 (emergency services) notice to persons with disabilities: members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Commissioners'/Manager's office in writing at 27 S. Main Street, Yerington, NV 89447, or by calling (775) 463-6531 at least 24 hours in advance

Lyon County is an equal opportunity provider.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
6.a

Subject:
Time Certain at 9:00 AM: For Presentation & Update Only: General Manager Bert Bryan with Walker River Irrigation District to give a report on current and forecasted Walker River conditions.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

•
Walker River Irrigation District

WATER YEAR 2023 FLOOD OPERATIONS
Overview

Current Conditions/Forecast
Bridgeport Operations
Topaz Operations
Questions
Current Conditions and Forecasts
## April – July Forecast

<table>
<thead>
<tr>
<th>Exceedance</th>
<th>River Forecast Center</th>
<th>2017 Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>East Walker River near Bridgeport</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90% (Dry – unlikely)</td>
<td>167 TAF</td>
<td>208 TAF</td>
</tr>
<tr>
<td>50% (Median)</td>
<td>189 TAF</td>
<td></td>
</tr>
<tr>
<td>10% (Wet)</td>
<td>230 TAF</td>
<td></td>
</tr>
<tr>
<td><strong>West Walker River below Little Walker near Coleville</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>90% (Dry – unlikely)</td>
<td>352 TAF</td>
<td>406 TAF</td>
</tr>
<tr>
<td>50% (Median)</td>
<td>384 TAF</td>
<td></td>
</tr>
<tr>
<td>10% (Wet)</td>
<td>431 TAF</td>
<td></td>
</tr>
</tbody>
</table>
Snow Water Equivalent (SWE)
Basin Soil Moisture

DEPTH AVERAGED SOIL SATURATION IN WALKER

Percent Saturation (%)

Nov 1 Jan 1 Mar 1 May 1 Jul 1 Sep 1

Current as of 03/15/2023

USDA
Bridgeport Evaluation and Potential Operations
Walker River Irrigation District
Bridgeport Reservoir Operations - Water Year 2017

Max Storage Before Siphons = ~42,000 AF

Max Inflow = 1,700 cfs
Max Release = 1,370 cfs

Bridgeport Storage
Releases
Calculated Inflow
East Walker Exceedance Forecasts
Unimpaired Flow to Bridgeport

Flow (cfs)

Estimated 2017 Inflow
90% Forecast
50% Forecast
10% Forecast
Bridgeport Reservoir
50% Exceedance Forecast

Max Storage Before Siphon Spill

Mason = ~2,800 cfs

760 cfs


Bridgeport Reservoir Inflow/Outflow (cfs)

Bridgeport Reservoir Storage (AF)

Storage  Total Release  Inflow  Spill  Est Flow @ Mason
Topaz Evaluation and Potential Operations
Walker River Irrigation District
Bridgeport Reservoir Operations - Water Year 2017

Max Storage = ~59,000 AF

Max Inflow = 3,380 cfs
Max Release = 2,670 cfs

Max Storage = ~59,000 AF
Topaz Reservoir
50% Exceedance Forecast

Maximum Storage ~59,000 AF

Mason = ~2,800 cfs

Hoye = ~2,100 cfs

Maximum Storage ~59,000 AF

Topaz Reservoir Inflow/Outflow (cfs)

Topaz Reservoir Storage (AF)


Storage  Release  W Walker Downstream  Inflow  Est Flow @ Mason

16
Conclusions
2017 Flows at Mason

April – July flows for East Walker at Bridgeport plus West Walker at Coleville total 614 TAF

- 2023 combined is 573 TAF @ 50% forecast

Gage height peaked at 10.94 feet, approximately 2,620 cfs

- Estimated max of 2,800 cfs during 2023 @ 50% forecast (assumes no diversions)
Conclusion

Effective reservoir management will help downstream conditions, but not prevent all flooding

Monitoring of conditions and adaptive management are required

The 50% Exceedance Forecasts conditions result in flows and operations slightly greater than 2017

- 2017 runoff pattern helped prevent worse conditions
- Current weather outlook indicates snowpack may exceed 2017 snowpack by end of March or mid-April
Agenda Item Number:
6.b

Subject:
Time Certain at 9:15 AM: For Possible Action and Presentation: Approve an Investment Advisory Agreement with FHN (Financial Main Street Advisors, LLC) in the amount of 0.075% of the quarterly average. And naming US Bank as custodian of investment funds and opening an account with US Bank in the amount of 0.01%, and to allow Clerk/Treasurer to sign contracts.

Summary:
Hear presentation from advisory and enter into contracts with an Investment Advisor and Custodian to allow for additional interest income.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve an Investment Advisory Agreement with FHN (Financial Main Street Advisors, LLC) in the amount of 0.075% of the quarterly average. And naming US Bank as custodian of investment funds and opening an account with US Bank in the amount of 0.01%, and to allow Clerk/Treasurer to sign contracts.

ATTACHMENTS
- Investment Advisory Agreement with FHN
- Custody Account Application with US Bank
Lyon County, NV
INVESTMENT ADVISORY AGREEMENT

This Agreement, made as of the ___ day of ____, 2023 (herein the Effective Date’), between Lyon County, NV, herein "County") and FHN Financial Main Street Advisors, LLC, (herein “Advisor”) regarding the management of certain assets (herein “Account”) under the control of the Lyon County. The designated representative of the Lyon County, by means of delegated authority from Lyon County, will be the Treasurer for investment advisory services.

The Lyon County and the Advisor hereto agree as follows:

1. Appointment and Acceptance. The County hereby appoints, and the Advisor hereby accepts its appointment as an investment advisor. The Advisor will act as an investment advisor for the Lyon County for the purposes, to the extent, and in the manner and within the limitations set forth in this Agreement.

2. Authority. The Advisor shall have full power to manage and direct the investments of the Account, making and implementing investment decisions, in accordance with all applicable Nevada State Statutes, County policies and regulations governing the investment of public funds, including the County’s Investment Policy, and other such objectives and guidelines as the Treasurer will from time to time, furnish the Advisor in writing. The Advisor is authorized to place orders for the execution of securities transactions for the Account.

3. Scope of Services. An outline of the scope of services is attached hereto as Exhibit A and incorporated herein.

4. Custodial Services. Custodial services will be provided by the County custodian (herein “Custodian”) and the Advisor will not be custodian for any of the assets in the Account. The Advisor will work with the Treasurer and Custodian, and will provide the necessary and customary information to the Treasurer and Custodian.

5. Transaction Procedures. Timely investment settlement information from the Advisor will be made in writing, through fax, or email to the Treasurer. The Advisor will also be responsible to communicate said settlement instructions through fax or email to the Custodian for delivery versus payment.

6. Effective Date. This Agreement shall be effective as of the Effective Date set forth above.

7. Amendment and Termination. This Agreement may be amended at any time in writing in such manner as may be mutually agreed upon by the County and the Advisor. This Agreement may be terminated at any time upon thirty (30) days prior written notice by either party. Fees will be prorated to date of termination and paid to the Advisor.


A. The Advisor hereby represents and confirms that it is a registered investment advisor under the Federal Investment Advisor Act of 1940 and that registration is currently effective and will remain current throughout the term of the Agreement. In connection therewith, the
Advisor shall deliver to the Treasurer on the effective date of this agreement a copy of the most recent Part II of the Advisor’s Form Application for Investment Adviser (“ADV”).

B. The Advisor further represents and confirms that, all applicable state and local licenses and registrations are currently effective and will remain current throughout the term of the Agreement. In connection therewith, the Advisor shall deliver to the County, prior to execution of this Agreement, copies of the licenses and registrations.

9. **Confidential Relationship.** All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law or as approved by the Treasurer.

10. **Designated Representatives:**

A. The County designates Staci Lindberg, County Clerk/Treasurer, or her designee as its representative in all matters under this Agreement.

B. Advisor designates Rick Phillips, President and Chief Investment Officer, as its representative for this Agreement. Advisor may designate a different representative only with prior written authorization from the County.

11. **Cooperation of the County.** The County shall make available to Advisor all financial records and related information necessary for performance of Advisor's work under this Agreement.

12. **Independent Contractor.** Advisor is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the County. Services called for herein shall be deemed to be unique. Advisor shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the County.

13. **Services to Other Clients.** The Parties hereto understand and agree that the Advisor may render investment management advice to others who may or may not have investment policies, objectives, and investments similar to those of the County. The Advisor may continue to give advice and take actions on behalf of such other clients which differ from the advice and actions taken in regard to this Account, based upon the risk tolerance, laws, policies, and regulations set forth above.

14. **Indemnification.** Advisor shall indemnify, defend, and hold harmless the County, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of Advisor, its sub-contractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

15. **Compensation.** The County agrees to pay Advisor at the annual rate of 0.075% (7.5 basis points) of the quarterly average of the month ending total market values (principal, plus accrued interest). The fee shall be paid quarterly in arrears, with the quarter ending months being March, June, September, and December. No other compensations will be paid to the Advisor by financial institutions, money market mutual funds, or broker/dealers from investment transactions that relate to the County funds.

16. **Allocation of Brokerage.** When the Advisor places the orders for the execution of portfolio transactions for the Account, the Advisor may allocate such transactions to such brokers and
dealers for execution on such markets, at such prices as in the good faith judgment of the Advisor will be in the best interest of the County. The Advisor will receive no soft dollar benefit for any transaction placed on behalf of the County.

17. **Entire Agreement Governing Law.** This Agreement constitutes the entire agreement of the Parties with respect to management of the Account and can be amended only by written document signed by the Parties. The Agreement shall be governed by the laws of the State of Nevada.

18. **Disputes.** In cases of disputes arising between parties under this contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the County is granted the right, regardless of which party is asserting the claim or dispute, to determine an appropriate forum in which the party desiring to proceed further shall file to resolve the claim or dispute. The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation, and the State of Nevada law shall apply.

19. **Agreement not Assignable.** No assignment (as that term is defined in the Investment Advisors Act of 1940) of this agreement may be made by the Advisor without consent of the County.

20. **Insurance.** Advisor shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is in place with companies licensed to do business in Nevada. The insurance coverage shall include:

   A. **Commercial General Liability Insurance.** Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and Advisor protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

   Coverage afforded the County shall be primary insurance. Any other insurance available to the County under any other policies shall be excess insurance. Limits of liability shall include the following:

   a. Bodily injury, one million dollars ($1,000,000)
   b. Property damage, one million dollars ($1,000,000) or
   c. Combined single limit (CSL) for bodily injury and property damage, one million dollars ($1,000,000) per accident for bodily injury and property damage.

   B. **Automobile Liability Insurance.** Automobile liability insurance, including all owned, non-owned and hired automobiles used by the Advisor or its agents in the performance of this Agreement shall have a minimum combined single limit of one million dollars ($1,000,000) for bodily injury and property damage.

   C. **Worker's Compensation Insurance.** Worker's Compensation insurance as required by the laws of the State of Nevada including statutory coverage for Employers Liability with limits not less than one million dollars ($1,000,000).
D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars ($1,000,000) per claim and in the aggregate for one (1) year beyond completion of this Agreement.

21. Additional Insurance Provisions. The following additional provisions apply to the insurance coverage required as indicated in paragraph 19 above.

A. Additional Insured. Advisor shall name the County as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies.

B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice prior to cancellation, termination or material change in coverage.

C. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.

D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of Nevada, and shall be acceptable to the County.

E. Replacement Coverage. In the event Advisor breaches any of the insurance provisions of this Agreement, the County shall have the option to obtain, at Advisor's expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to Advisor for services under this Agreement.

F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of Nevada as of the effective date of this Agreement.

G. Proof of Insurance. Advisor will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.

22. Representations by the Lyon County. The County represents and confirms that the Agreement with the Advisor is authorized by the governing documents relating to the Account and that the terms hereof do not violate any obligation by which the County is bound, whether arising by contract, operation of law or otherwise.

23. Representation by the Advisor. By execution of this Agreement, the Advisor represents and confirms that it is registered as an investment advisor in the State of Nevada and with the Securities and Exchange Commission under the Investment Advisors Act of 1940. The personnel of the Advisor who will be responsible for carrying out this Agreement are individuals experienced in the performance of the various functions contemplated by the Agreement and, to the best of the Advisor's knowledge, have not, within the last two years, been convicted of any crime or pleaded nolo contendere or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

24. Record Retention and Inspection. The Advisor is required to maintain all records and documents relating to the purchase, sale or exchange of the assets in the Account, or any payment made or received therefor for two years after the termination of this Agreement. During the term of this Agreement and for a period of two years thereafter, the County has the right to inspect the records of Advisor relating to County during normal business hours.
25. **Standard of Care.** The sole standard of care imposed upon the Advisor by this Agreement is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like claims.

26. **Covenant.** The Advisor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Advisor further covenants, to its knowledge and ability, that in performance of said services no person having any such interest shall be employed.

27. **Notices.** Notice to **Lyon County** shall be directed and mailed as follows:

(Name)
(Title)
(Address)
(City, State Zip)

Notice to the Advisor shall be directed and mailed as follows:

FHN Financial Main Street Advisors, LLC
Rick Phillips, President
10655 Park Run Drive #120.
Las Vegas, NV 89144

In witness whereof, the Parties have executed this Agreement as of the Effective Date set forth above.

---

(Authorized Signer for Entity)
(Title)

---

Rick Phillips, President
FHN Financial Main Street Advisors, LLC

Approved as to form:

(Name of entity Attorney)
Attorney of Record
EXHIBIT A

The Advisor shall perform the following:

1. Provide discretionary management of the Account in accordance Nevada State Statutes and the Lyon County Investment Policy.

2. Transact purchases and sells of securities in the best interest of Lyon County with approved broker dealers.

3. Send daily transaction information to the Treasurer or other staff, via email.

4. Provide confirmations, detailed reports and reconciliations of daily investment transactions, investment earnings, and performance results on a quarterly and annual basis to meet governmental reporting requirements.

5. Provide consolidated monthly portfolio reports suitable to present to the Treasurer as part of an investment report.

6. Conduct a quarterly investment meeting, in person or via the telephone, with the Treasurer and other applicable staff to present quarterly: economic and market data, portfolio composition and transactions, portfolio return performance versus benchmarks, and any other reports deemed necessary by the Treasurer.

7. Participate in compliance reviews and audits.

8. Conduct an annual review of the Treasurer’s Investment Policy.
**Custody Account Application — Institution — CIP Exempt**

Please return the following:  • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)  • Signed fee schedule  • Transfer authorization form (If applicable)

Return to: ria.newaccounts@usbank.com

Please complete every section.

**Account Owner Information**

Entity Name: Lyon County, Nevada

Designated Agent (Advisor Name):

Address (Cannot be a PO Box): 27 S Main St

City, State, Zip: Yerington, Nevada 89447

Tax I.D.

NAICS Code: www.census.gov/eos/www/naics

Phone number (required): (To be used for disbursement authorization, see agreement section)

Are there other DBA or trade names used for the same legal entity? □ YES □ NO

If YES, please provide names:

Check appropriate box for federal tax classification:

□ Individual/sole proprietor or single-member LLC  □ C Corporation  □ S Corporation  □ Partnership  □ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  □ Other (see instructions)  □ Local Government

Exempt payee code (if any) (see bottom of page 3 for code listing)

What is the ownership structure of the entity?

□ Majority Owned by Government (Provide website address): https://www.lyon-county.org/

□ Federally or State Regulated Domestic Financial Institution (Provide regulator):

□ Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: □ YES □ NO

   If NO, please submit a W-8 BEN and state the Customer’s country of residence or principal registration: (Note: If no is marked and a W-8 is provided the IRS section on pg. 4 does not apply)

2. Is the entity headquartered outside the United States? □ YES □ NO

   If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. □ YES □ NO

   If YES, list addresses:

**Customer Background and Anticipated Activity**

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity’s business activities).

**County Government**

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

**Generate additional investment income**

3. Entity’s annual revenue. ($) 82,000,000.00

4. Entity’s primary source of revenue. Taxes
Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) (Check all that apply):
   □ Group savings and/or investments □ Earnings from profession or business □ Sale of business □ Insurance proceeds
   □ Charitable donation or gifts □ Corporate assets or investments □ Other: Operational Cash

6. From where will initial funding for this account originate (Answer all that apply):
   □ Domestic predecessor bank trustee or custodian: name of institution
   □ Foreign predecessor bank or broker/dealer custodian: name of institution
   □ Additional Investors:
   ☐ Initial funding - no existing assets held elsewhere
   □ Other:

7. From where will ongoing funding for this account originate (Answer all that apply):
   □ Domestic predecessor bank trustee or custodian: name of institution
   □ Foreign predecessor bank or broker/dealer custodian: name of institution
   □ Additional Investors:
   □ Other:

8. Method of initial and ongoing funding for this account to be transmitted by (Check all that apply):
   ■ Wire transfer □ Transfer from existing U.S. Bank Account □ Check(s) □ In-kind transfer from predecessor custodian or trustee
   □ Foreign wire transfer □ Other:

9. Transactions
   a) Anticipated number of cash transactions in and out of the account, per year: □ 0-10 □ 11-50 □ 51-100 □ 100 +
   b) Anticipated dollar range of cash transactions: □ $0-$5,000 □ $5,001-$10,000 □ $10,001-$20,000 □ $20,001-$50,000
      □ $50,001-$100,000 □ $100,001-$500,000 □ $500,001+
   c) Method of disbursements. Check all that apply. ■ Wire □ Check □ ACH □ Transfer to another U.S. Bank account
   d) Will any disbursements be sent outside the United States? □ YES □ NO
   If YES, please list countries:

10. Trading
   a) Anticipated number of trades in and out of the account, per year: □ 0-10 □ 11-50 □ 51-100 □ 100 +
   b) Anticipated dollar range of trade transactions: □ $0-$5,000 □ $5,001-$10,000 □ $10,001-$20,000 □ $20,001-$50,000
      □ $50,001-$100,000 □ $100,001-$500,000 □ $500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. Bank recommends that Customer consult with Customer’s tax advisor if Customer is unsure of the option that is best for them.

□ Minimize Gain - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
■ First In First Out ("FIFO") – Shares are sold from tax lots having the earliest federal tax acquisition date.
□ Last In First Out ("LIFO") – Shares are sold from tax lots having the most recent federal tax acquisition date.
□ Highest Federal Cost First Out ("HIFO") – Shares are sold from tax lots having the highest federal tax cost per share.
□ Lowest Federal Cost First Out ("LOFO") – Shares are sold from tax lots having the lowest federal tax cost per share.
□ Specify Tax Lot – Shares are sold from tax lots that you specify.
□ Average Federal Tax Cost – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
□ Maximize Gain - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.
Shareholder Communications Act Election
Under the Shareholder Communications Act of 1995, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

- Consent to Disclosure
- ☐ Objection to Disclosure

Sweep Designation
To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (check only one):

- ☐ U.S. Bank Liquidify Plus
- ☐ U.S. Bank Non-Interest-Bearing Deposit
- ☐ First American Government Obligations Fund
- ☐ First American Prime Obligations Fund
- ☐ First American Tax-Free Obligations Fund
- ☐ First American Treasury Obligations Fund
- ☐ Other (Consult with Designated Agent to see what options may be available) Ticker FGZXX (First American Govt. Obligations Fund-Z)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in "Other", or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the U.S. Bank Liquidity Plus sweep. The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:
1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 – The United States or any of its agencies or instrumentalities
3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 – A corporation
6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 – A futures commission merchant registered with the Commodity Futures Trading Commission
8 – A real estate investment trust
9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
10 – A common trust fund operated by a bank under section 584(a)
11 – A financial institution
12 – A middleman known in the investment community as a nominee or custodian
13 – A trust exempt from tax under section 664 or described in section 4947
Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank’s on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated “Monthly”. If Annually is the only frequency selected, client will also receive Quarterly statements.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
<th>City, State Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staci Lindberg</td>
<td>775-463-6601</td>
<td>Yerington, NV 89447</td>
</tr>
<tr>
<td>27 S. Main Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:slindberg@lyon-county.org">slindberg@lyon-county.org</a></td>
<td></td>
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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Josh Foli</td>
<td>775-463-6510</td>
<td>Yerington, NV 89447</td>
</tr>
<tr>
<td>27 S Main Street</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name           | Phone Number | City, State Zip       |
----------------|--------------|-----------------------|
|                |              |                       |
|                |              |                       |

Statement Frequency: Monthly Quarterly Annually Delivery Method: Print Online Print and Online

Name           | Phone Number | City, State Zip       |
----------------|--------------|-----------------------|
|                |              |                       |
|                |              |                       |

Statement Frequency: Quarterly Annually Delivery Method: Print Online Print and Online

Name           | Phone Number | City, State Zip       |
----------------|--------------|-----------------------|
|                |              |                       |
|                |              |                       |

Statement Frequency: Quarterly Delivery Method: Print Online Print and Online

Name           | Phone Number | City, State Zip       |
----------------|--------------|-----------------------|
|                |              |                       |
|                |              |                       |

Statement Frequency: Quarterly Delivery Method: Print Online Print and Online

Name           | Phone Number | City, State Zip       |
----------------|--------------|-----------------------|
|                |              |                       |
|                |              |                       |

Statement Frequency: Quarterly Delivery Method: Print Online Print and Online
Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer’s behalf.

<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staci Lindberg / Clerk-Treasurer</td>
<td></td>
</tr>
<tr>
<td>Josh Foli/ Lyon County Comptroller</td>
<td></td>
</tr>
<tr>
<td>Lura Panici / Chief Deputy</td>
<td></td>
</tr>
<tr>
<td>Billie D Milligan / Accounting Supervisor</td>
<td></td>
</tr>
</tbody>
</table>

Agreement and Signature

By signing this Application, I hereby:

a) acknowledge receipt of a copy of this Application, and the Custody Agreement
b) acknowledge that the Custody Agreement is incorporated herein by reference
c) agree to the terms and conditions of this application and Custody Agreement
d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
e) agree to disclose to Bank if Customer is or becomes a “senior political figure, immediate family member or close associate of a senior political figure” (as defined below), during the duration of the Custody Agreement.

A “senior political figure” is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

• “Immediate family” of a domestic or foreign senior political figure typically includes the figure’s parents, siblings, spouse, children, and in-laws.

• A “close associate” of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

To Be Completed By U.S. Bank

<table>
<thead>
<tr>
<th>Signer’s Name (please print)</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Title (please print)</td>
<td>Date</td>
</tr>
</tbody>
</table>

Signer’s Name (please print) | Signature |
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<tr>
<td>Title (please print)</td>
<td>Date</td>
</tr>
</tbody>
</table>
Custody Agreement- CIP Exempt

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2 Accounting Standards means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, Fair Value Measurement and Application.

1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.4 "Cash-flow Analysis" means a periodic written analysis of Customer’s cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.5 "CFR" means the Code of Federal Regulations.

1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank’s nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.7 "Code" means the Internal Revenue Code of 1986, as amended.

1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.9 "DTC" means the Depository Trust Company.

1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time.

1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys’ and other professional fees), fines, interest, liabilities, losses, penalties, stockholders’ assessments (asserted on account of asset registration), and taxes.

1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.

1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account’s portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.

1.16 "IRS" means the Internal Revenue Service.

1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.

1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).

1.20 "SEC" means the United States Securities and Exchange Commission.

1.21 "State" means the State of Minnesota.

1.22 "Statement Recipient" means Customer and anyone else Customer designates.

1.23 "Sub-account" means a separate portion of the Account.
SECTION 2: APPOINTMENT AND ACCEPTANCE

2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.

2.2 Establishment of Account.

2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.

2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:

2.2.2.1 Customer holds good and valid legal title to all Assets.

2.2.2.2 None of the Assets is (i) an asset of any "plan" as defined in ERISA Section 3(3); any "plan" as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3 Customer is neither (i) an "investment company" that is subject to registration with the SEC under the Investment Company Act, (ii) an "investment company" that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.

2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.

2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer’s independent auditors to inspect during Bank’s regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2 Customer has designated the frequency of Account statements in the Application.

4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.
SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.2 Hire service providers (including, but not limited to, attorneys, depositaries, and sub-custodians) to assist Bank in exercising Bank’s powers under this Agreement, including any service provider that is affiliated with Bank.

5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.

5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or non-interest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank’s receipt of “float” income from such un-invested cash.

5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.

5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

5.7 Distribute Assets as set forth herein.

5.8 Safe-keep Assets as set forth herein.

5.9 Register any Asset in the name of Bank or Bank’s nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank’s records at all times show that all such assets are part of the Account.

5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank’s nominee, the Depository, the Depository’s nominee, the sub-custodian, or the sub-custodian’s nominee and (ii) physical securities at Bank’s office in the United States and in a safeplace.

5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC’s Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank’s foreignexchange department.

5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.

5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

6.1 Upon the receipt of directions from Customer, Bank shall settle Customer’s purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank’s instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.
8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank’s request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset’s broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset’s eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset’s administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor.

(ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer’s affiliates, or direct Bank to purchase a security issued by Customer or Customer’s affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset’s value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining InvestmentAdvice.

9.1.4 Upon Customer’s request, Bank will provide Customer with information about Bank’s pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer’s agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder’s periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a “fiduciary capacity” within the meaning of 12 CFR Section 9.2(e) or (ii) as a “fiduciary” as such term may be defined in State law or otherwise.
10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

10.2.2 Act as trustee of the Assets.

10.2.3 Act as custodian of any assets other than the Assets.

10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank’s discretion to manage under a separate written investment-management agreement (if any).

10.2.5 Provide Investment Advice.

10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a “first received, first buy” basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that “the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes” or similar language.

10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer’s account in Bank’s on-line portal, is unreliable or has been compromised, such as by identity theft.

10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

10.2.12 Monitor agents hired by Customer.

10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank’s satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

11.1. Customer has identified the “Designated Agent”, who is authorized to act on Customer’s behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer’s behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer’s behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent’s authority or any additional agent’s authority to act on Customer’s behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent’s request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank’s written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.
11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.

11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.

11.4. Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.

11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.

11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

11.9 Delivery of Directions.

11.9.1 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address hereunder, addressed as provided hereunder, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by SWIFT message from business identifier code (or any other business identifier code that Customer subsequently designates pursuant to this Agreement).

11.9.2 Any direction received under this Agreement by email or SWIFT message, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account, to the email accounts of its employees, agents, and agents' employees, and to any SWIFT messaging system used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

SECTION 12: FEES AND EXPENSES

12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.

12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer’s other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank’s rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: INDEMNIFICATION

13.1 Customer hereby indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person’s action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from the Indemnified Person’s willful misconduct, gross negligence, bad faith, or material breach of this Agreement. Regardless of any determination relating to Bank’s conduct, Customer agrees to indemnify, hold harmless, and release Bank from any Claim relating to (i) the action or inaction of the Designated Agent, or (ii) any action taken or omitted by Bank in reliance on any information, instruction, or direction provided by the Designated Agent. The foregoing provisions shall survive the Indemnified Person’s termination as such and the termination of this Agreement.

13.2 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars or the invocation of war powers), revolutions, insurrections, riots, civil commotion, acts of God, medical emergencies, outbreak of disease, pandemic or epidemic, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank’s disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control regardless of whether such was already in existence at the time of execution of this Agreement. Nor will any such failure or delay give any party the right to terminate this Agreement.

13.3 No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

13.4 Bank is not liable with respect to the propriety of Bank’s actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 14: TERMINATION

14.1 This Agreement terminates upon the effective date of Bank’s resignation or removal under this Agreement.

14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

15.3 Complete Agreement; Amendment.

15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and
15.3.3 Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

15.3. Control Agreements. If Customer requests that Bank execute a “control agreement” (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank’s lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank’s rights under Section 12.4 of this Agreement.

15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee’s identity according to Bank’s Customer Identification Program, and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee’s name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may require. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state’s abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank’s choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer’s request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank’s right of setoff and Bank’s security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank’s security interest against the Account for such fee prior to Bank’s honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank’s fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank’s choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing
15.16 services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.17 **Representations and Warranties.** Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.18 **Publicity.** No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.19 **Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.20 **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

**SECTION 16: PATRIOT ACT**

16.1 By signing above, Customer acknowledges that they have received the following important information:

16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us in identifying you. We may also ask to see your photo identification (driver’s license) or other identifying documents.

**SECTION 17: Executing Broker Referral**

17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients’ custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.

17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank’s broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:

17.3 **Broker:** Jones Trading  
**Referral fee payable to U.S. Bank:** 50% of the brokerage fees generated by transactions executed on behalf of your account.

17.4 Bank’s introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank’s introduction is based solely upon the broker’s agreement to pay the referral fees noted above and Bank’s determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser’s clients.

17.5 Bank is not affiliated in any manner with any broker that participates in Bank’s broker-dealer referral network other than the relationship created by the referral agreement between them.

17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account’s customer service manager.

**SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS**

18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign-currency exchange transactions with respect thereto through Bank’s Foreign-Exchange Department (“USBFX”).

18.2 Customer hereby directs Bank to execute any foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an “Unaffiliated Agent”)

18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign-currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign-currency exchange transaction.

18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign-currency exchange transaction.

18.5 Customer hereby acknowledges that investments in foreign securities and foreign-currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting-translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer’s investments in foreign securities or foreign-currency
18.6 exchange transactions.

18.7 Customer understands that the holding of certain foreign securities or American Depository Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRs and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.

18.8 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("Program Terms") in the event that the U.S. Bank Liquidity Plus Program ("Program") is selected as the end-of-day cash sweep option for the Account.

19.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("FDIC") deposit insurance coverage available for funds swept under the Program is currently $2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("Deposit Limit").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("Program Banks"). The cash balances that are swept into accounts at Program Banks ("Deposits") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("Money Market Fund"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed IntraFi Network, LLC ("IntraFi") to provide certain services with respect to the operation of the Program. Customer hereby appoints IntraFi as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at any time.

19.1.3 Role of Bank and IntraFi

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints IntraFi as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses IntraFi to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. IntraFi is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.
19.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC-insured omnibus deposit accounts at the Program Banks that hold Customer’s and Bank’s other customers’ funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing the services of IntraFi, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at $249,000. Customer’s ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer’s funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate.

However, Customer’s Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer’s Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to $2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer’s Deposits up to the FDIC standard maximum deposit insurance amount ("SMDIA"), which is currently $250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer’s coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer’s Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain revocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("Ownership Categories"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer’s funds are actually received by the Program Banks, Customer’s funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to $250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). IntraFi, as Customer’s agent, allocates Customer’s cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and IntraFi will use commercially reasonable efforts to ensure that no more than $250,000 of Customer’s swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and IntraFi will not take those deposits into account in determining whether to allocate Customer’s funds in the Program to a particular Program Bank. Because Bank and IntraFi would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer’s FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor IntraFi, shall have any liability for any insured or uninsured portion of Customer’s Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer’s insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer’s behalf by providing Customer’s account information to the FDIC. However, there is no specific time period during which
the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC’s web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on Customer's Account statement, ("Program Website"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-Insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("Bank List"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC’s website at www.fdic.gov, or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor IntraFi guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, IntraFi, and their service providers providing Customer’s customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank’s ability to place such cash balances with a particular Program Bank. IntraFi may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of IntraFi. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors.
making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or IntraFi fees for its services related to Customer’s Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with IntraFi. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer’s Deposits. The fees paid to Bank and/or IntraFi by each Program Bank may vary. Bank and IntraFi may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 Money Market Fund Investment for Amounts not Held by Program Banks

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer’s deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission (“SEC”) as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund’s net asset value (“NAV”) is normally expected to be $1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund’s fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund’s investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund’s assets.

U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund’s investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OR NOR GUARANTEED BY BANK, INTRAIFI, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, IntraFi, and the Program Banks are under no such obligation.

19.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer’s cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer’s funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a “Last In First Out” basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer’s bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days’ notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer’s holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund’s prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the
Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 Account Statements
Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund.

19.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options
Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 Risks of the Program
Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently $2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, IntraFi, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 Other Terms
Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account’s Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.
19.2 U.S. BANK NON-INTEREST BEARING DEPOSIT

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank’s customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to $250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 E-SIGN COMPLIANCE AND CONSENTS

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer’s personal information to any third-party e-sign service and Customer consents such service’s permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of December 2020

U.S. Bank Public
U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund’s prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund’s board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

<table>
<thead>
<tr>
<th>Affiliated fund name</th>
<th>Gross advisory fees</th>
<th>Gross other fees &amp; expenses received by U.S. Bank</th>
<th>Net fees &amp; expenses received by U.S. Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>First American Funds</td>
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<td></td>
</tr>
<tr>
<td>Government Obligations</td>
<td>0.10%</td>
<td>0.14%</td>
<td>0.14%</td>
</tr>
<tr>
<td>Institutional Prime Obligations</td>
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<td>Retail Prime Obligations</td>
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<tr>
<td>Retail Tax Free Obligations</td>
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</tr>
<tr>
<td>Treasury Obligations</td>
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<td>0.14%</td>
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<tr>
<td>U.S. Treasury Money Market</td>
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Fees and expenses above may be found in the fund prospectuses.

**Investment products and services are:**

NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •

NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

**Fidelity and Federated money market mutual funds:** U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

<table>
<thead>
<tr>
<th>Fund name</th>
<th>Fund name</th>
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</thead>
<tbody>
<tr>
<td>Federated California Municipal Cash Trust —</td>
<td>Fidelity Institutional Money Market Treasury Only</td>
</tr>
<tr>
<td>Institutional Shares</td>
<td>Portfolio – Class I</td>
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<tr>
<td>Fidelity Institutional Money Market Government</td>
<td>Fidelity Institutional Money Market Treasury Portfolio – Class I</td>
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<tr>
<td>Portfolio – Class I</td>
<td>Fidelity Institutional Money Market Prime Portfolio – Class I</td>
</tr>
<tr>
<td>Fidelity Institutional Money Market Tax-Exempt</td>
<td>Fidelity Money Market Portfolio – Class I</td>
</tr>
<tr>
<td>Portfolio – Class I</td>
<td></td>
</tr>
</tbody>
</table>

**Nuveen Mutual Funds:** Firstar Capital Corporation (Firstar Capital), an affiliate of U.S. Bancorp, holds a less-than-10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firstar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account’s interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

**Other Mutual Funds:** U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds’ service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.
Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund’s net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund’s net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund’s investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in money market funds is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies’ websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure
“Private Investment Funds” or “Private Funds” are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNFA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNFA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds’ sponsors or agents. USBNFA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer’s private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund’s offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often
subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.
Fee Schedule for Clients of FHN Financial, Mainstreet Advisors

Market Value Fees: 1 BP, When Firm Assets are >200 Million 0.75 BP
Minimum Annual Account Fee: $500

Custody Services

- Safekeeping of assets
- Transaction settlement
- Automated Cash Management (ACM) (Sweep)
- Online account access
- Consolidated accounting & reporting
- Income collection
- Corporate action processing
- Proxy distribution
- Securities pricing
- Class action proceeds collection

Itemized Fees

- Domestic trades
- Mutual funds transactions
- Security holding fees
- Cash receipts and disbursements
- Included
- Included
- Included
- Included

Service and Fee Assumptions

- The above description of custody services is provided for convenience only. For a complete description of services that U.S. Bank National Association ("USBNA") expects to provide to the account, see the account's governing custody agreement. In the event of any inconsistency between the above description and such an agreement, such an agreement prevails with respect to the powers, rights, and duties of USBNA.
- Fees are charged to the account monthly.
- The account does not hold plan or IRA assets.
- USBNA does not act as trustee or investment manager of the account's assets or provide investment advice with respect to such assets. The Investment Adviser has sole discretion to invest the account's assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the account is a fund sponsored by a USBNA affiliate or is a USBNA deposit.
- USBNA may amend this fee schedule by delivering an amended and restated fee schedule or another written notice to the account's owner (the "Client"). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Client acknowledges that the Client (i) has received, read, and understands USBNA's Mutual Fund Compensation Disclosure and a fully-executed copy of the account's governing custody agreement and (ii) may contact the Client's Relationship Manager at USBNA regarding that disclosure and agreement, this fee schedule, and any transaction reflected on an account statement.

The Client hereby executes this Fee Schedule as of this 1 day of March, 2023

Client: Lyon County

By: Staci Lindberg

(Signature) (Printed name)
Lyon County
Investment Management Advisory Benefits

March 16, 2023
FHN Main Street was founded in 2005 to provided investment management and advisory services to state and local governments.
### FHN Main Street Services: Client Type as of 12/31/2022

<table>
<thead>
<tr>
<th>Client Type</th>
<th>Total Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Discretionary</td>
<td>$2,869,588,071</td>
</tr>
<tr>
<td>Discretionary</td>
<td>$18,615,793,168</td>
</tr>
<tr>
<td>Consulting</td>
<td>$63,823,960,699</td>
</tr>
<tr>
<td><strong>Total AUM/AUA</strong></td>
<td><strong>$85,309,071,938</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Type</th>
<th>Total Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cities</td>
<td>$20,294,370,619</td>
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<tr>
<td>Counties</td>
<td>$46,328,572,937</td>
</tr>
<tr>
<td>State</td>
<td>$13,734,592,940</td>
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<tr>
<td>Special Districts</td>
<td>$5,470,689,967</td>
</tr>
<tr>
<td>Corporations</td>
<td>$10,872,683</td>
</tr>
<tr>
<td><strong>Total AUM/AUA</strong></td>
<td><strong>$85,309,071,938</strong></td>
</tr>
</tbody>
</table>

- Accounts size range in size between $10 million to over $10 billion
- Clients in Nevada, Idaho, Utah, California, Oregon, Washington, Oklahoma, and Alabama
Some of Our Investment Management Accounts in Nevada

- Clark County NV – $7.6 Billion
- Clark County SD – $2.5 Billion
- State of NV LGIP – $1.9 Billion
- Southern Nevada Water Authority – $1.3 Billion
- Washoe County - $937 Million
- City of Las Vegas – $765 Million
- Las Vegas Valley Water District – $652 Million
- Clark Water Reclamation District – $87 Million
- LV Convention Authority – $382 Million
- Douglas County – $87 Million
- Eureka County – $73 Million
- Carson City – $70 Million
- Elko County - $43 Million
- Eureka County SD – $22 Million
Our Firm: Who Would Oversee the Account

Rick Phillips, CCM
President & Chief Investment Officer

- 34 Years Managing Investment for State and Local Governments
- Investment Officer for City of Las Vegas and CIO for Clark County, Nevada
- Co-Founder of FHN Main Street
- Bachelors in Finance From Brigham Young; MBA from University of Utah
- Co-Founder of Government Investment Officers Association

Tonya Dazzio, CCM
Chief Operating & Compliance Officer

- 33 Years Managing Investment for State and Local Governments
- Investment Officer for Clark County School District and Clark County, Nevada
- Co-Founder of FHN Main Street
- Bachelors in Business Administration From University of Nevada, Las Vegas
- Co-Founder of Government Investment Officers Association

Greg Balls, CFA
Assistant CIO/Portfolio Manager

- 15+ Years Experience in Institutional Fixed Income Markets
- Investment Professional for Zions Bank and State of Florida
- Bachelors in Finance and Economics From Utah State University
- Charter Financial Analyst; Member of CFA Society Nevada
Our Firm: Resources From FHN Financial

FHN Main Street is part of a large firm with access to extensive resources

**Economists:** Provide economic updates and analysis

**Market Strategists:** Provide portfolio and market strategy

**Credit/Municipal Strategists:** Help monitor credit and provide credit analysis

**Other Resources:**
- Bloomberg
- Credit Ratings Agencies
- Credit Sights
- Broker/Dealer Analysis
Our Services

We Suggest the County Consider Investing Portion of Funds Outside of LGIP

- Increase investment income over the long-run by increasing duration
- We can focus on the market and investments so Treasurer and staff can focus on the many other duties they’re responsible for
- We have access to over 30 broker/dealers
- We invest according to State Statute, County’s Investment Policy, and County’s cash flow needs
- We propose a 7.5 basis point (0.075%) annual management fee
  - Third-Party Custodial services is required. We have an arrangement for US Bank, which would be an additional 1 basis point on AUM
  - Example on $10 million is 7,500 annually for management fee and 1,000 for custodial fees
*Gross of Fees

Please Note: All figures are approximate. Past performance doesn’t guarantee future results. Please see disclosures.
Cash Flow Optimization Cycle

Cash Flow Optimization

Portfolio Structuring
- Primary Liquidity
- Secondary Liquidity
- Core Investments

Tactical Positioning
- Duration Management
- Yield Curve Positioning
- Diversification
- Spread Advantage
Once we understand cash flow, we can then focus on tactical decisions to generated a higher risk-adjusted return.
Type of Securities County Can Invest

The following are types of securities the County can invest in according to NRS:

- U.S Treasuries
- U.S Agencies (FHLB, FNMA, FHLMC, Farmer Mac, FFCB, Etc.)
- FDIC Insured CDs (Insured up to 250k)
- Money Market Funds
- Credit
  - Corporate Bonds
  - Commercial Paper (270 days max maturity)
  - Certificate of Deposit
  - Municipal Bonds
- Supranationals
- Asset-Backed Securities / Mortgage-Backed Securities
Reporting: Summary Report

State of Nevada LGIP

Portfolio Summary 2/28/2023

SECTOR ALLOCATION

- MMF 15.4%
- Agy 18.0%
- CD 17.3%
- CP 18.6%
- Supra 1.7%
- Treas 8.8%
- Corp 9.9%

MATURITY DISTRIBUTION

- 0-3M: 67%
- 3-6M: 11%
- 6-9M: 12%
- 9-12M: 7%
- 12-18M: 2%
- 18-24M: 1%
- 24-36M: 1%
- NR: 9.3%

CREDIT QUALITY (MOODY’S)

- P-1: 48.1%
- Aa1: 35.1%
- Aa2: 0.0%
- Aa3: 0.0%
- A1: 2.0%
- A2: 3.1%
- A3: 2.3%
- NR: 9.3%

ACCOUNT SUMMARY

2/28/23 1/31/23

<table>
<thead>
<tr>
<th>Category</th>
<th>2/28/23</th>
<th>1/31/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value</td>
<td>$1,366,811,909</td>
<td>$1,208,848,322</td>
</tr>
<tr>
<td>Book Value*</td>
<td>$1,375,542,473</td>
<td>$1,017,916,675</td>
</tr>
<tr>
<td>Variance</td>
<td>-$8,730,563</td>
<td>-$9,068,333</td>
</tr>
<tr>
<td>Par Value</td>
<td>$1,879,025,308</td>
<td>$2,022,725,511</td>
</tr>
<tr>
<td>Net Asset Value</td>
<td>$195,535</td>
<td>$199,551</td>
</tr>
<tr>
<td>Book Yield</td>
<td>3.45%</td>
<td>3.40%</td>
</tr>
<tr>
<td>Distribution Yield</td>
<td>3.52%</td>
<td>3.50%</td>
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<tr>
<td>Days to Maturity</td>
<td>95</td>
<td>92</td>
</tr>
<tr>
<td>Effective Duration</td>
<td>0.25</td>
<td>0.22</td>
</tr>
</tbody>
</table>

PORTFOLIO YIELD HISTORY

- Monthly Book Return
- Distribution Rate

TOP ISSUERS

<table>
<thead>
<tr>
<th>Issuer</th>
<th>% Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dreyfus Govt MMF</td>
<td>15.4%</td>
</tr>
<tr>
<td>FHLB</td>
<td>15.5%</td>
</tr>
<tr>
<td>Daiwa - Repo</td>
<td>9.3%</td>
</tr>
<tr>
<td>U.S. Treasury</td>
<td>8.8%</td>
</tr>
<tr>
<td>Illinois Tool Works</td>
<td>3.2%</td>
</tr>
<tr>
<td>Toronto Dominion</td>
<td>2.7%</td>
</tr>
<tr>
<td>Royal Bank of Canada</td>
<td>2.7%</td>
</tr>
<tr>
<td>Mizuho</td>
<td>2.7%</td>
</tr>
<tr>
<td>Sumitomo Mitsui</td>
<td>2.7%</td>
</tr>
<tr>
<td>John Deere</td>
<td>2.4%</td>
</tr>
<tr>
<td>Nati Sec Clearing</td>
<td>2.0%</td>
</tr>
<tr>
<td>Toyota</td>
<td>1.8%</td>
</tr>
<tr>
<td>Bank of Montreal</td>
<td>1.6%</td>
</tr>
<tr>
<td>MetLife</td>
<td>1.5%</td>
</tr>
<tr>
<td>Westpac Banking</td>
<td>1.3%</td>
</tr>
</tbody>
</table>

*Book Value is amortized
In Summary

- Increase Incremental Income Over the Long Run For the County
- Perform Cash Flow Analysis
- Work Closely With County to Ensure Liquidity
- Reconciled Monthly Reporting
- Investment Policy Review
- Conference Calls at Least Quarterly / One On-Site Visit
- Economic and Market Updates

Source: Bloomberg
AN IMPORTANT NOTE:
Investments will be held at a Third-Party Custodian in the County’s Name. FHN Main Street does not have ability or authorization to move funds to and from the account. Our parent company, First Horizon Bank, does not have claim on the funds. All investments are held in the County’s name to protect the County. FHN Main Street is only give authorization to trade on behalf of the County.
Disclosure

Although this information has been obtained from sources which we believe to be reliable, we do not guarantee its accuracy, and it may be incomplete or condensed. This is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security. All herein listed securities are subject to availability and change in price. Past performance is not indicative of future results, and changes in any assumptions may have a material effect on projected results. Ratings on all securities are subject to change.

FHN Financial Capital Markets, FHN Financial Portfolio Advisors, and FHN Financial Municipal Advisors are divisions of First Horizon Bank. FHN Financial Securities Corp., FHN Financial Main Street Advisors, LLC, and FHN Financial Capital Assets Corp. are wholly owned subsidiaries of First Horizon Bank. FHN Financial Securities Corp. is a member of FINRA and SIPC — http://www.sipc.org/.SIPC.

FHN Financial Municipal Advisors is a registered municipal advisor. FHN Financial Portfolio Advisors is a portfolio manager operating under the trust powers of First Horizon Bank. FHN Financial Main Street Advisors, LLC is a registered investment advisor. None of the other FHN entities, including FHN Financial Capital Markets, FHN Financial Securities Corp., or FHN Financial Capital Assets Corp. are acting as your advisor, and none owe a fiduciary duty under the securities laws to you, any municipal entity, or any obligated person with respect to, among other things, the information and material contained in this communication. Instead, these FHN entities are acting for their own interests. You should discuss any information or material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

FHN Financial, through First Horizon Bank or its affiliates, offers investment products and services. Investment products are not FDIC insured, have no bank guarantee, and may lose value.
Meeting Date: March 16, 2023

Agenda Item Number: 7.a

Subject: For Presentation Only: Recognize Human Resources Director Eric Milavsky for outstanding commitment and performance to the employees of Lyon County.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

•
County Manager

March 2023 Flooding
East Walker River at Strosnider

Latest observed value: 7.21 ft at 9:15 AM PDT 15-Mar-2023. Flood Stage is 8 ft.

Site Time (PDT)

EWSN2 (plotting HGIRG) "Gage 0" Datum: 4574.1'

Observations courtesy of US Geological Survey
Snow Water Equivalent Projections
1997 Flood Map – Yerington
Mason Valley Near Peri and Sons Buildings
Smith Valley – 208 At Central
Walker River Looking South below the Weir
East Walker River
East Walker River – Near Walker River State Park
Walker River State Park
Missouri Flats – South Mason Valley
Truck Stuck on Sweetwater Road
Rolling A Park in Dayton
Dayton Valley Road
Dayton Valley Ranchos
North Rainbow Road
Stagecoach
Mound House
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number: 11.a

Subject: For Report Only: Dayton Regional Advisory Board

Summary: To recommend to the Lyon County Board of Commissioners to have "STOP AHEAD" Painted in the lanes on Dayton Valley Road, similar to those at Breakwater, approaching the intersection of Dayton Valley Road and Lakes Blvd.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
  - Letter of Transmittal
Meeting Date: February 1, 2023

Advisory Board: ___ Dayton Regional Advisory Board

Please select which board this item is to be brought before:

Board of Commissioners ___X___, (and/or) Planning Commission ___ ___

Agenda Item:

8. For Discussion and Possible Action: to recommend to the Lyon County Board of Commissioners to have "STOP AHEAD" Painted in the lanes on Dayton Valley Road approaching the intersection of Dayton Valley Road and Lakes Blvd. (Requested by Elaine St John).

Recommended Motion and/or Report:

Motion: To recommend to the Lyon County Board of Commissioners to have "STOP AHEAD" Painted in the lanes on Dayton Valley Road, similar to those at Breakwater, approaching the intersection of Dayton Valley Road and Lakes Blvd.

Motion: Elaine St John   Second: Norm Lee      Approved 5-0

Advisory Board or Public Concerns:

Norm Lee- The intersection at Breakwater and DVR has "Stop Ahead" painted on DVR.

Gina Lee- The stop sign is at an offset location with the road leaning to the right for the turn at Lakes Blvd. The two "stop ahead" signs are in a strange location as they are too close to the stop sign to be effective, one of the signs actually partially blocks the stop sign.

Elaine St John- It is difficult to see the stop sign and people continue to run through it without stopping.

Public 1. Helaine Morres - email in favor read into the record. Drivers still run that stop sign.

Public 2. Sharon Scott - we have had it so many years without the stop sign it is difficult to get used to.

Public 3. Leanne Carr - The bold stop lines at that intersection need to be repainted as well as they are faded and difficult to see.

Submitted By: Gina Lee, Secretary                            Date: March 2, 2023
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

**Agenda Item Number:**
12.a

**Subject:**
For Possible Action: Approval of changes on Assessor’s tax roll due to correction in assessments and review of tax roll changes.

**Summary:**

**Financial Department Comments:**

**Approved As To Legal Form:**

**County Manager Comments:**

**Recommendation:**
For Possible Action: Approval of changes on Assessor’s tax roll due to correction in assessments and review of tax roll changes.

**ATTACHMENTS**
- Unsecured Factual
- Secured Factual
The Assessor's Office deems the following Unsecured Property accounts to be factual corrections:

<table>
<thead>
<tr>
<th>Acct #</th>
<th>Name/Owner</th>
<th>Reason for Correction</th>
<th>Tax Year</th>
<th>Tax Dist.</th>
<th>Tax Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MH007049</td>
<td>HYDORFF, MICHAEL TR</td>
<td>DESTROYED</td>
<td>22/23</td>
<td>6.0</td>
<td>$14.04</td>
</tr>
<tr>
<td>MH008524</td>
<td>JORDAN, CHRISTOPHER</td>
<td>BURNED DOWN</td>
<td>22/23</td>
<td>8.4</td>
<td>$188.42</td>
</tr>
<tr>
<td>AP000327</td>
<td>BOWERS, MATTHEW</td>
<td>OUT OF STATE</td>
<td>22/23</td>
<td>8.5</td>
<td>$220.19</td>
</tr>
<tr>
<td>FE004783</td>
<td>SEVEN KEYS REALTY</td>
<td>OUT OF BUSINESS</td>
<td>22/23</td>
<td>6.0</td>
<td>$164.45</td>
</tr>
<tr>
<td>LY007148</td>
<td>SIERRA PREFINISH</td>
<td>EQUIP CORRECTION</td>
<td>22/23</td>
<td>9.1</td>
<td>$67.57</td>
</tr>
</tbody>
</table>

**TOTAL:** $654.67
The Assessor's Office deems the following Secured Property accounts to be factual corrections:

<table>
<thead>
<tr>
<th>APN</th>
<th>Name/Owner</th>
<th>Reason for Correction</th>
<th>Year Tax</th>
<th>Dist.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>020-036-01</td>
<td>SOLIMINE, TERRY B</td>
<td>TAX CAP CORRECTION</td>
<td>20/21</td>
<td>6.0</td>
<td>$42.54</td>
</tr>
<tr>
<td>020-036-01</td>
<td>SOLIMINE, TERRY B</td>
<td>TAX CAP CORRECTION</td>
<td>21/22</td>
<td>6.0</td>
<td>$75.58</td>
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<tr>
<td>020-036-01</td>
<td>SOLIMINE, TERRY B</td>
<td>TAX CAP CORRECTION</td>
<td>22/23</td>
<td>6.0</td>
<td>$112.00</td>
</tr>
<tr>
<td>020-561-05</td>
<td>HAGGARTY, JAMES</td>
<td>TAX CAP CORRECTION</td>
<td>22/23</td>
<td>6.0</td>
<td>$82.54</td>
</tr>
<tr>
<td>020-893-02</td>
<td>VEGA, JESUS VALDIVIA</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
<td>6.0</td>
<td>$351.53</td>
</tr>
<tr>
<td>018-384-06</td>
<td>CALLAHAN, CAROL</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
<td>8.2</td>
<td>$84.90</td>
</tr>
<tr>
<td>018-384-11</td>
<td>CALLAHAN, CAROL</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
<td>8.2</td>
<td>$119.13</td>
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<tr>
<td>017-111-01</td>
<td>HYMANN, TODD</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
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<td>$253.71</td>
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<td>029-063-17</td>
<td>NIELSEN, TIMOTHY</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
<td>8.8</td>
<td>$510.55</td>
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<tr>
<td>022-384-08</td>
<td>LUCAS, STAN</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
<td>6.0</td>
<td>$659.32</td>
</tr>
<tr>
<td>022-282-13</td>
<td>CURRENT OWNER</td>
<td>APPLY DV EXEMPT</td>
<td>22/23</td>
<td>6.0</td>
<td>$386.93</td>
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<tr>
<td>TOTAL:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,678.73</td>
</tr>
</tbody>
</table>
Agenda Item Number: 13.a

Subject: For Possible Action: Approve the March 02, 2023 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- March 2, 2023 Minutes
The Honorable Board of Lyon County Commissioners met this day, Thursday, March 02, 2023 at 9:00 a.m. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV  89447

1. Roll Call

Present: Chairman David Hockaday, Vice Chair Wes Henderson, Comm. Rob Jacobson, Comm. Scott Keller and Comm. Tammy Hendrix

Absent: None

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli, Emergency/Communications Manager Taylor Allison, and District Attorney Steve Rye.

2. Invocation given by John Poundstone of Joy Church

John Poundstone gave the invocation.

3. Pledge of Allegiance

4. Public Participation

Jim Denning, a Yerington resident addressed a problem that has been going on for about five years at 20 Palomino Dr. and there seems to be some confusion on what entities are involved and what they can and can’t do (referring to the District Attorney, the Sheriff, Code Enforcement and the County Commissioners). He suggested that these four entities get together or form a committee to raise a plan to deal with these people because there is ongoing illegal activity and it’s County-wide. Mr. Denning stated this community is getting a really bad reputation, and he has heard from people in Reno, Incline Village, and other areas that don’t want to come to our County because it is drug infested. He noted the situation is getting worse again because the guy gets out of jail and within a half hour there is traffic, people walking around the area and vagrants staying on the property. There has been a fire there and he believes the property has been red tagged so nobody is supposed to be living there accept the owners, one of which is a prominent dealer. He would like the Commissioners to get together and find a solution before it gets out of hand.

Eric Allison, owner of Sunrise Ranch, is concerned with revenue loss in the community, unsafe driving, disrespecting private property, wildlife deaths and large amounts of litter, due to the excess of traffic that is diverted to Miller/Aiazzi and Pete Hendricks roads instead of being routed through town. There are signs that large trucks are not allowed on the road, but they still use the road. The rumble strips and flashing lights have not helped.

David Sceirine also has complaints about Miller Lane. He would like to add that he has had to fix the fence multiple times, and has been run off the road more than once. There is just too much traffic on this road. He would like a flashing stop light to be installed because drunks go
right through the intersection. There is too much traffic for the infrastructure and the roads are breaking down on the sides.

Charles Bolton spoke on the issues on Palomino Drive. He stated this has been an ongoing problem since he moved there in 2007. Mr. Bolton stated that the fire halted activity for a while but it has started up again. He asked the Commissioners to drive out to the property and check it out. The owners have a right to work on the property and bring it up to code but they don’t have a right to live there. The activities at midnight and two in the morning and the speeding up and down the roads in unregistered vehicles needs to be addressed.

Omar Lopez requested something be done about Miller Lane. He stated he drove the road daily for five years for his job with Peri and Sons, and saw a thousand to fifteen hundred vehicles a day on Pete Hendrichs and Miller Lane. He said he has seen many vehicles in the ditch, seen people stop to urinate on the side of the road, was run off the road, had to pull off the road multiple times to avoid being run off the road and witnessed people driving about 65 mph. Mr. Lopez feels those vehicles should be routed through town, and noted that people are not choosing to go that way, Google maps is directing them that way. He wants the speed limit lowered because Google would then reroute them through town where they would utilize local businesses.Routing them down Miller Lane is causing revenue loss for Yerington businesses.

5. For Possible Action: Review and adoption of agenda

Comm. Keller moved to adopt the agenda as written.
Comm. Henderson seconded, and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 AM: For Possible Action: Public Hearing to consider and approve Lyon County’s proposal to exchange real property owned by Lyon County located at 158 Garnet Circle, Mound House, for real property owned by Central Lyon County Fire Protection District located at 56 Red Rock Road, Mound House, all for the purpose of establishing a community center in Mound House. If approved, the Board can authorize the Chair to execute any documents necessary to complete the exchange.

County Manager Andrew Haskin stated this is the second hearing on this topic and is the time for public comments if they are for or against.

Comm. Henderson and Comm. Jacobson agreed that this is the best solution to get a community center in Mound House.

Comm. Hockaday asked for public participation, there was none.
Comm. Henderson moved to approve Lyon County's proposal to exchange real property owned by Lyon County located at 158 Garnet Circle, Mound House, for real property owned by Central Lyon County Fire Protection District located at 56 Red Rock Road, Mound House, all for the purpose of establishing a community center in Mound House and authorize the Chair to execute any documents necessary to complete the exchange.

Comm. Hendrix seconded, and the motion passed 5-0.

7. Presentation of awards and/or recognition of accomplishments

There were none.

8. Commissioners/County Manager reports

Comm. Hendrix attended the ribbon cutting at Boys and Girls Club, and stated it is an amazing facility and it opened at full capacity. She also attended the Silver Springs and Stagecoach Advisory Board meetings.

Comm. Henderson attended the Nevada Association of Counties Public Lands and Natural Resources Committee meeting. AB 102, which prohibits competitions in which certain animals are taken, was discussed. This would outlaw coyote shooting contests and some counties are concerned with this because of the over population of coyotes and the damage they do. SLUPAC and NACO submitted comments on solar PEIS, because they are concerned that there are big solar fields being built all over Nevada and all the energy is going to California. He also attended the NACO board of Directors meeting and the Western Nevada coalition meeting. He appeared before the Senate Government Affairs Committee and testified in opposition of SB81.

Comm. Jacobson gave condolences to lives lost in the medical plane crash. He attended Fernley council meeting via Zoom and attended the Stagecoach advisory Board meeting.

Comm. Hockaday attended the Legislative Coalition meeting.

9. Elected Official’s reports

9.a. For Report Only: Canal Township Justice Court
- JANUARY 2023 FJC STATS.

County Manager Andrew Haskin extended condolences to families of plane crash. He attended the Senate Government Affairs Committee meeting and testified in opposition of SB81. He attended the Stagecoach Advisory Board meeting where Doug Homestead gave a presentation on the Community Center. He gave a presentation/discussion on the Lands Bill.

Sheriff Brad Pope reported that response times are steady. He gave a brief update on activities in Lyon County including the active shooter in Mound House and the plane crash.

10. Appointed Official’s reports

Lyon County Board of County Commissioners
March 2, 2023
Comptroller Josh Foli reported that on March 6, 2023, the remodel of the Justice Complex will be going out for bid. He is hoping that the end of May or beginning of June they will start construction. He and Andrew Haskin met with department heads. Mr. Foli stated that the item regarding attorneys’ salaries in the District Attorney’s Office probably needs to be brought back to the board prior to approving the budget. In surrounding counties they are unionizing and doing salary studies. This will be brought back on the next agenda.

11. Advisory Board reports

Amanda Brinnand, Vice Chair, commented on the Stagecoach Advisory Board meeting. She thanked Lyon County staff for their presentations and looks forward to the public meetings on the Public Lands Bill.

CONSENT AGENDA

Comm. Henderson requested item 12.b be pulled and heard separately.

Comm. Hendrix requested to pull 12.a because she needs to abstain.

Comm. Jacobson moved to approve the consent agenda pulling items 12.a and 12.b for further discussion and approve items #13 – 14.b. as written.

Comm. Henderson seconded, and the motion passed 5-0.

12. For Possible Action: Approve County Commission Minutes

12.a. For Possible Action: Approve the February 2, 2023 minutes.

Comm. Keller made a motion to approve the Feb 2, 2023 minutes.


Comm. Hockaday asked for public comment, there was none.

Motion passed 4-0 with Comm. Hendrix abstaining because she was not on the Board at the time.

12.b. For Possible Action: Approve the February 16, 2023 minutes.

Comm. Henderson requested the correction of an error on page 18 for the spelling of a name.

Comm. Hendrix requested a change on item page 4 to correct the name of a city mentioned.

Comm. Hockaday asked for public comment, there was none.

Comm. Keller made a motion to approve 12.b with the two corrections.
Comm. Hendrix seconded, and the motion passed 5-0.

13. Grants
   13.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 $2,018.

14. Other Consent Items
   14.a. For Possible Action: Review and accept travel claims.
      - Travel Report 2-1-23 to 2-15-23

Travel claims totaled $13,751.60 as of February 15, 2023.

   14.b. For Possible Action: Review and accept claims and financial reports.
      - Claims Report 2-1-23 to 2-15-23
      - Cash Report 2-15-23

The cash balance as of February 15, 2023 was $110,259,690.28. County claims totaled $927,587.62 and payroll totaled $1,419,906.85.

**END OF CONSENT AGENDA**

PLANNING CONSENT ITEMS

15. Planning Consent Items
   15.a. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certification of Completion, for the Traditions Village 1 Phase 5, subdivision, located in Dayton, NV.

   15.b. For Possible Action: Approval to release the existing Improvement Bond for the Traditions Village 1, Backbone Roadway Network Improvements; and Accept the Certificate of Completion; and replace with a 10% Maintenance/Warranty Bond for that portion of the Backbone Roadway Network improvements up to Sulphur Springs Road; AND, Accept a Reduced Improvement Bond, in the form of a Cashier's Check covering those improvements associated with the Traditions Village 1 Backbone Roadway Network, situated past Sulphur Springs Road; AND, Accept the Maintenance/Warranty Bond and accept the Certificate of Completion, for the portion of the Traditions Village 1, Backbone Roadway Improvements, up to Sulphur Springs Road.

Comm. Jacobson made a motion to approve items 15.a and 15.b as written.

Comm. Hockaday asked for public participation, there was none.

Motion passed 5-0.

** END OF PLANNING CONSENT ITEMS APPLICATIONS **

PUBLIC HEARING ON PLANNING ITEMS

16. Planning

16.a. For Possible Action: To approve a Conditional Use Permit request from Lux Solar Center, LLC to allow a Commercial Solar Generation Facility on four parcels generally located between the Union Pacific Railroad tracks and Sierra Way in Wabuska, north Mason Valley (APNs 014-091-02/-03/-20/-21) in the RR-20 (Rural Residential 20 acre minimum) and LI-R (Light-Industrial - Rural) zoning districts. PLZ-2022-210.

The Applicant is requesting a Conditional Use Permit (CUP) to construct and operate a commercial solar power generating facility.

Bill Roth Senior Planner gave a presentation on the construction and operation of a commercial solar power generating facility on the proposed site plan, which was approved in 2019. The proposed project involves the construction and operation of a commercial solar power generating facility over an approximately 1,140-acre area within a four-parcel site totaling 2,462 acres. The subject property is located between the Union Pacific Railroad tracks and Sierra Way in Wabuska, North Mason Valley. A CUP (PLZ-19-0054) was approved for the same project in 2019 but has since expired because grid infrastructure upgrades by Nevada Energy (NVE) (upon which the proposed facility is reliant) have been delayed until 2028. The Applicant now seeks a CUP with the same project description and the same conditions of approval as the previously approved CUP, but with initiation of the project required no sooner than 2030 to ensure the necessary NVE upgrades are in place. PLANNING COMMISSION 93 Page 2 of 18 BOCC – Mar 2, 2023 Lux Solar, LLC - CUP Planning-BR. At the February 14, 2023 Planning Commission meeting, the Commission voted 6-0 to recommend approval of the proposed project to the Board of Commissioners. There was limited discussion regarding the project timeline and questions concerning the proposed period of validity of the CUP and whether a bond was included with the decommissioning plan that the applicant provided as part of their submittal materials. In regard to the proposed validity of the CUP, staff responded that the Lyon County Code does not prohibit the approval of a CUP duration period that is longer than the standard two years provided in the Code and that the extended duration was requested by the applicant due to the fact that the NV Energy facility to which the proposed project would connect has been delayed and is not anticipated to be completed until 2028. In regard to whether a bond was included with the applicant’s proposed decommissioning plan, the applicant confirmed that no bond was proposed. Staff stated that a Condition of Approval to include such a bond could be added at the recommendation of the
Planning Commission, but the Planning Commission chose not to require such a condition be added to the proposed project.

Walker Irrigation District did send a letter in support of the project and wanted to make sure that condition of approval item 12 is in place.

Comm. Hendrix requested that a mitigation bond be attached as a condition to this project.

Andrew Haskin wanted to verify with the applicant, Thomas Gentry, if they are OK with that request, and Thomas replied they would be on board with that.

Comm. Henderson moved to a approve a Conditional Use Permit request from Lux Solar Center, LLC to allow a Commercial Solar Generation Facility on four parcels generally located between the Union Pacific Railroad tracks and Sierra Way in Wabuska, north Mason Valley (APNs 014-091-02/-03/-20/-21) in the RR-20 (Rural Residential 20 acre minimum) and LI-R (Light-Industrial - Rural) zoning districts. PLZ-2022-210 based on the findings 1.a-g and subject to the conditions 1-16 and to include the requirement of a bond as discussed.

Comm. Hendrix seconded.

Comm. Jacobson questioned the approval of another solar company across the highway and whether the board required them to build a fence. Senior Planner Louis Cariola stated that former Chairman Keller had requested some form of screening along highway 95A and this could be in the form a landscaping also.

Comm. Hockaday asked for public participation. Vida Keller and Comm. Keller both questioned the issue of dust control during and after construction. Andrew Haskin stated they would need to get a permit from the Nevada Division of Environmental Protection and they will regulate the air quality.

Motion passed 5-0.

16.b. For Possible Action: To approve a Conditional Use Permit request from Lyon County School District to allow the addition of two office buildings on one parcel (APN 018-356-01) and a shared parking area on two parcels (APNs 018-356-01 and 018-356-02) located to the west of the intersection of Spruce Avenue and Ramsey Weeks Cutoff, south of U.S. Highway 50 in Silver Springs, in the RR-5 (Rural Residential 5 acre minimum) zoning district. PLZ-2022-197.

Bill Roth, Senior Planner, gave a presentation on the proposed project which consists of the construction of two modular office buildings and a parking area. The proposed buildings would be 3,600 square feet (60 feet x 60 feet) and 1,440 square feet (24 feet x 60 feet) in size, 5,040 square
feet total. Each building would be one-story, approximately 15 feet in height, with engineered wood siding and white roofing. The larger of the two proposed buildings would be used solely for administrative offices with a conference room, bathrooms, and a janitor’s closet, providing a total of 3600 square feet. The smaller building would provide two LCSD training rooms and bathrooms, for a total of approximately 1,440 square feet. The smaller building will be a scheduled-use facility for IT, Maintenance, and Food Services training.

Comm. Keller questioned the road and increased traffic issues. He would like this to be looked into and addressed.

Comm. Jacobson thinks it is a great idea to centralize in this location.

Comm. Hockaday asked for public comment, there was none.

Comm. Keller made a motion to approve a Conditional Use Permit request from Lyon County School District to allow the addition of two office buildings on one parcel (APN 018-356-01) and a shared parking area on two parcels (APNs 018-356-01 and 018-356-02) located to the west of the intersection of Spruce Avenue and Ramsey Weeks Cutoff, south of U.S. Highway 50 in Silver Springs, in the RR-5 (Rural Residential 5 acre minimum) zoning district. PLZ-2022-197 based on the findings a- g and subject to conditions of approval items 1-8.

Comm. Jacobson seconded, and the motion passed 5-0.

16.c. For Possible Action: To approve the request for a Zoning Map Amendment from Schaller Development LLC c/o Project One to change the zoning on nine (9) parcels comprising approximately 497.52 acres south of US Highway 50 in Stagecoach from RR-5 (Fifth Rural Residential District – 20 acre minimum) and RR-2 (Second Rural Residential District – 2 acre minimum) to RR-2 (Rural Residential – 2 acre minimum) in accordance with the Master Plan designation of Specific Plan (APNs: 015-365-01, 015-365-02, 015-365-03, 015-365-04, 015-371-05, 015-371-06, 015-371-07, 015-371-08, 015-451-01) PLZ-2022-206.

Comm. Keller stepped out of the room for a few minutes.

Louis Cariola, Senior Planner, gave a presentation on the nine parcels of the requested zoning change.

Mike Bailey, representing Schaller Development, also gave a presentation on the project and zoning changes. He stated they have listened to residents requests and as a result there is an 87% reduction in number of lots and they will maintain the roads to county standards.

Public Participation:
Amanda Brinnand from Stagecoach noted that at the March 2018 Stagecoach Advisory Board meeting, the applicant, Mr. Smith, stated that 200 homes would have negative impacts on the community. Mr. Smith has not stated what these negative impacts would be, but she thinks they would include an increased flooding risk, wildland fire risk, small lot sizes not complimentary to the surrounding area, well contamination, wells drying up, inadequate ground water supplies, and negative impacts to existing roads and residents. She claims the developer is not listening to the residents even though they ask for their input.

The Stagecoach Advisory Board sent a recommendation of denial with multiple reasons for the denial. No ground water studies have been completed, and the applicant stated they are not concerned with wells drying up because a turf farm has used more water than the development will. Ms. Brinnand is concerned about ground water and asked a specialist at the Stagecoach Drainage meeting who advised because of the larger foot print of the development and the number of homes in the irrigated area, the development will indeed use more water than the turf farm did. The applicant was just approved for a reduction in water rights also.

Betty Retzer lives adjacent to the turf farm and would like to dispute Mr. Cariola’s statement that this will be compatible with the neighborhood. She said it is not compatible at all. Two acre lots are not compatible with the 5-40 acre lots that surround the property.

Raymond Lee of Stagecoach has sent in comments that he is opposed to the project and rezoning. He is an RR10 and doesn’t want to downsize. Where he lives on Silver Lane has flooding and flooding will increase due to the increase in erosion and increase in traffic. He is also concerned about environmental damage and aquifer contamination. He asked that if this is allowed to go through they mandate an escrow or set aside funds for when their wells go dry the applicant pay for it. He also asked the Commission to fine the applicant for a nuisance for refiling any mention of rezoning again.

Jerry Culwell from Stagecoach stated he has been here five other times for the same problem. He showed pictures of flooding from March of 2019, asked that someone go look at the lake, and suggested staying with the existing master plan.

Gary Hensil via Zoom commented that at the Stagecoach Advisory Board meeting in November 2022, Schaller asked residents for their input and residents requested a road with a left and right turn out to the highway. Instead, Caroline Way and Black Hawk Road will be used and will disrupt quiet residential neighborhoods. Louis Cariola stated that new road access is not needed, but the residents have a different opinion. Mr. Gillis stated that there could be some alternative methods for infiltrating the water into ground, such as potential infiltration basins. Mr. Hensil urged the Board to vote no on this development.
Comm. Henderson made a motion to approve the request for a Zoning Map Amendment from Schaller Development LLC c/o Project One to change the zoning on nine (9) parcels comprising approximately 497.52 acres south of US Highway 50 in Stagecoach from RR-5 (Fifth Rural Residential District – 20 acre minimum) and RR-2 (Second Rural Residential District – 2 acre minimum) to RR-2 (Rural Residential – 2 acre minimum) in accordance with the Master Plan designation of Specific Plan (APNs: 015-365-01, 015-365-02, 015-365-03, 015-365-04, 015-371-05, 015-371-06, 015-371-07, 015-371-08, 015-451-01) PLZ-2022-206. Based on the findings contained in the staff report.

Comm. Jacobson seconded, and the motion passed 5-0.


Senior Planner Louis Cariola gave a presentation on the merger and re-subdivision/tentative subdivision map on nine (9) parcels totaling approximately 491.20 acres in Stagecoach proposing 186 residential lots ranging between 2 and 17.77 acres in size.

Mike Bailey, representing Schaller Development, also gave a presentation on the project and zoning changes. Schaller has reduced the density 87% in the total number of units, eliminated the multi-family component, redesigned to rural standards, proposed two acre or larger lots as requested and is only requesting about 75% of the number of units allowed. They will pave all roads to Lyon County standards. There will be no street lights as requested by residents. There will be an HOA.

Jason Gillis with Tech Engineering stated that the final design will adhere to all state and county codes. Potable water service is provided by the GID who is responsible to the State for keeping themselves in compliance. The GID did recently get a reduction in their dedication rate and this was not as a result of this project. It was granted by the state engineer and it was based on the GID going to the state with records of how much water their metered users are using. He explained their solutions to the flooding issues.

Comm. Hendrix requested to know what the maintenance schedule will be for all the ditches and ponds. Jason Gillis stated that during construction, they will have a SLIP permit that regulates they go out after every storm to make sure everything is still in place. After that, there will be scheduled maintenance through the HOA. Comm. Hendrix also requested four acre lots on the boundary. Andrew Haskin stated we do not have any standard in code that require the lots to be matching but
if the developer is willing they could go with that. Comm. Hendrix also was concerned with lighting and pedestrian walkways and asked that they consider putting in pedestrian walkways.

Senior Planner Louis Cariola commented that the County updated their drainage guidelines in 2018 so the preliminary studies that were submitted as part of the tentative map were designed in accordance with those drainage studies. The tentative map conditions of approval do denote the fact that there are still engineering reviews by the county engineer prior to recording of the final map in addition to a number of other qualities. At the February 14, 2023 Planning Commission meeting, the Commission elected to “Table” the vote on this Tentative Subdivision Map, with no action recommended to the Board. This occurred because a Zoning Map BOCC – March 2, 2023 SH Estates – TSM Planning-LC Page 2 of 16 Change for all nine subject parcels to amend the zoning to RR-2 (Rural Residential 2-acre minimum) also heard at the same meeting (PLZ-2022-206) resulted in a vote of 3 Ayes and 3 Nays, a “no approval or denial” outcome. The Commission recognized that without the appropriate zoning in place, the proposed subdivision would not be permitted.

Comm. Henderson questioned if the HOA would maintain the roads if they are not going to be paved. Andrew Haskin stated Lyon County would not accept the gravel roads but the roads will be built to county standards so Lyon County will maintain them. Comm. Henderson also questioned the use of xeriscaping and could that be required in the CCR. They can be.

Comm. Keller stated that water landing on your property has to be contained by the owner of the property per FEMA. He also questioned if they would establish a maintenance plan for the ditches and detention basin and whether they will consider making a plan from the start. He also asked if road could be straighter and have less angles.

Mike Bailey stated that as far as the pedestrian path, the road does have a four foot shoulder on each side. They will paint a fog line on side of the road to clearly define the travel lane. Schaller is willing to change the eight lots from two acres to four acres as requested.

Jason Gillis commented he would like to keep it at a 186 unit tentative map and stipulate the four acre lots on the Eastern side.

Public Comment:

Amanda Brinnand thanked Schaller for doing the four acre lots. She stated that Silver Lane is lower than the proposed subdivision. She attended the Stagecoach drainage master plan meeting and Stagecoach is an enclosed basin, what flows into the valley never flows out, and water either evaporates or seeps into the ground. They said at the meeting that Stagecoach has very unique flood risks and sedimentation is a huge issue. She is concerned that the flooding issues will be compounded by this new development, and wants to ensure that the developer pays attention to
where this water goes when it leaves the property. Ms. Brinnand stated this is a big safety issue because putting in drainage to get it off their property doesn’t stop it from flooding other properties.

Betty Retzer is concerned where the water will be routed to and doesn’t want it routed onto her property. They have had water standing in the neighborhood for two weeks so 24 hours will not make the water disappear. She asked what it means that the traffic will be routed internally, and would like to see at least five acre lots around the perimeter of the property. They say there will not be an impact on schools but the school was just here today requesting more land and more buildings. She questioned how the HOA will have funding for maintenance at first, expressed concern that there will be multiple developers because each person that buys a lot will have their own developer to build on that property, and also mentioned fencing due to wild horses.

Jim Walsh of Stagecoach stated that FEMA is giving Stagecoach funding to do a study on the flood plain and sediment and he requested they wait until this study is complete to vote on it.

Jim Mulkey, a resident of Stagecoach, asked about the access to certain lots and whether roads will be widened because residents do not currently have room on the roads for a vehicle and the garbage truck to be on the road at the same time. He also questioned who will be responsible when Churchill Ranchos gets flooded again.

Gary Hensil from Stagecoach questioned the lighting and with the HOA who and how will someone take care of the water management and drainage.

Vida Keller commented that many people are stating the developer is not listening to residents, but she had attended all the meetings when she was a Commissioner. She stated the community asked for 1-2 acre lots and the developer has addressed their requests. She also advised they will probably do a blanket HOA even though the lots are built by individual contractors.

Comm. Henderson moved to approve the request from Schaller Development LLC c/o Project One of a Merger and Re-subdivision/Tentative Subdivision Map of nine (9) parcels comprising approximately 497.52 acres south of US Highway 50 in Stagecoach into 186 single family residential lots with a minimum lot size of 2 acres and a maximum size of 17.7 acres (APNs: 015-365-01, 015-365-02, 015-365-03, 015-365-04, 015-371-05, 015-371-06, 015-371-07, 015-371-08, 015-451-01) PLZ-2022-207. Based on the findings in the staff report 1-11 and subject to the conditions of approval items 1-29 with the inclusion of requiring xeriscaping in the CCR and a stipulation that the eight lots on the East side be converted to four acre lot sizes.

Comm. Keller seconded, and the motion passed 5-0.

**END OF PLANNING APPLICATIONS**
REGULAR AGENDA

17. Advisory Board

17.a. For Possible Action: Approve the Rules and Regulations for Hillcrest Cemetery in Smith Valley. (Requested by Comm. Hockaday).

Comm. Hockaday gave a presentation on the rules and regulations for Hillcrest Cemetery in Smith Valley including Federal, State and County laws, what remains are allowed in a plot, prices/fees, Veteran’s plots, indigent status, plot ownership, refunds, opening and closing of gravesites, markers, curbing/fencing, flowers/lighting, plants, animals and arrangements for services.

Comm. Henderson questioned that he thought the Board had already set the rules for all the cemeteries in the County. Comm. Hockaday stated Smith Valley is the only cemetery in the County with its own Board, so they do run under the County, but they also have a Director.

Comm. Henderson asked if these rules are the same as all other Cemeteries in the County. Facility Director Doug Homestead stated if there are any differences, they will get them updated.

Comm. Keller stated there should be something to state that current regulations would need to be followed even if the plot was already purchased.

Comm. Jacobson asked if people living now can purchase a plot for future use. Mr. Homestead stated they can.

Comm. Hockaday asked for public participation, and there was none.

Comm. Hockaday moved to approve the Rules and Regulations for Hillcrest Cemetery in Smith Valley.

Comm. Henderson seconded, and the motion passed 5-0.

18. County Manager

18.a. For Possible Action: Approve a 16 month contract with Porter Group, LLC for federal government affairs consulting services. The contract amount is $120,000.00 ($7,500.00 per month) plus allowable travel expenses, with $30,000.00 to be funded from contingency for the remainder of fiscal year 2023. (Requested by Commissioner Henderson)

County Manager Andrew Haskin stated Lyon County currently does not have a lobbyist like most other counties, so the Board directed Andrew Haskin to investigate this. He has received a proposal from Porter Group for a 16 month contract for $7,500.00 per month. He gave a description of what support the contract would include.
Porter Group can get more federal funding to our County and that money would be used for project funding for road construction projects, water main replacement, crisis response, Miller/Aiazzi, sewer, seniors and a LYSO training center. Total cost for these projects is projected to be $23,130,824.00

Comm. Hendrix asked how the Porter Group was chosen. Andrew Haskin stated that they came very well recommended by other counties.

Comm. Henderson stated we definitely need to have representation at the Federal level to secure funding for our County. This is an investment, not an expense.

Comm. Keller agreed and mentioned that Fernley met with the Porter Group also. They are on a first name basis and they are very experienced and thorough.

Comm. Jacobson questioned why the Cities and the County are not combining their resources and also asked if any businesses that benefit from actions of Porter Group could be charged a fee. Andrew stated it is better that the City and County are separate or they would be fighting over what projects would get priority and there would be competition, which would create an issue. They are likely to get more projects funded if they act separately. As far as charging a fee, that would need to be looked into, but it would be difficult.

Comm. Keller mentioned that there are pros and cons. He also pointed out Washington wants the Lands bill and we would definitely need representation in DC for this.

**Public Comment:**

Vida Keller commented that maybe they could do a share percentage discount to Fernley and Lyon County.

Congressman John Porter, a member of Congress who has also worked in local government and the Nevada Senate, is here to help and represent Lyon County.

Cameron Gresh is excited to represent Lyon County in Washington D.C.

Comm. Keller moved to approve a 16 month contract with Porter Group, LLC for federal government affairs consulting services. The contract amount is $120,000.00 ($7,500.00 per month) plus allowable travel expenses, with $30,000.00 to be funded from contingency for the remainder of fiscal year 2023.

Comm. Henderson seconded, and the motion passed 5-0.
18.b. For Possible Action: Appoint County Commissioners and staff to the following Boards, Commissions, or Committees for calendar year 2023:

Comstock Historic District
Debt Management Commission
Dayton Valley Conservation District (Assemblyman Ken Gray Requested by DVCD)
Mason Valley Conservation District
Smith Valley Conservation District
Nevada Association of Counties
1. Board of Directors- 1 Commissioner
2. Legislative Committee - Up to 2 Commissioners
3. Public Lands and Natural Resources Committee - Up to 2 Commissioners
Local Emergency Planning Committee
Northern Nevada Development Authority
Nevada WORKS
Walker River Irrigation District
Carson Water Subconservancy District
Lyon County Room Tax Board
Quarterly Jail Inspection
Truckee Canal Safety Commission
Lyon County Regional Transportation Commission
Quad County Legislative Coalition (Comm. Hockaday and Comm. Henderson appointed 01/03/2023)
Carson Area Metropolitan Planning Organization
State Land Use Planning Agency
Nevada Local Justice Reinvestment Coordinating Council
Nevada Commission of the Aging
Intergovernmental Executive Committee (Expiring Term of December 31, 2025)

This item was moved from the January 03, 2023 meeting per the Commissioners’ request.
Comm. Hockaday went over the process for appointing to Boards, Commissions, or Committees.
Comm. Jacobson suggested giving the floor to each interested person before they went on with a vote.
All Comms. agreed to do this.
Andrew stated it has to be staff or Commissioners that are appointed for these positions.

**Comstock Historic District** - Comm. Hendrix would like to take this position.
**Debt Management Commission** - Comm. Jacobson will take this position.
Dayton Valley Conservation District (Assemblyman Ken Gray Requested by DVCD)
- This must be decided by the board. Comm. Jacobson and Henderson agree that these positions need to be filled by current elected or appointed officials of Lyon County. Comm. Henderson would like to serve on this Board.

Mason Valley Conservation District - Comm. Hockaday agreed to keep this position.
Smith Valley Conservation District - Comm. Hockaday agreed to keep this position.

1. Board of Directors - 1 Commissioner - Comm. Henderson will fill this position.
2. Legislative Committee - Up to 2 Commissioners - Comm. Henderson and Comm. Keller will fill the positions.

Local Emergency Planning Committee - Comm. Hockaday will take this position.
Northern Nevada Development Authority - Comm. Keller and Andrew Haskin will take this position.
Nevada WORKS - Comm. Jacobson and Andrew Haskin will take this position.
Walker River Irrigation District - Comm. Hockaday will take this position.
Carson Water Sub-conservancy District - Comm. Hendrix will take this position.
Lyon County Room Tax Board - Comm. Jacobson will take this position and Comm. Keller will be the alternate.
Quarterly Jail Inspection - Comm. Hockaday will keep this position. Comm. Jacobson would like to do a walk through with Comm. Hockaday one day.
Truckee Canal Safety Commission - Comm. Jacobson will take this position with Comm. Keller as alternate.
Lyon County Regional Transportation Commission - Comm. Henderson will take this position.
Carson Area Metropolitan Planning Organization - Comm. Henderson will take this position.
State Land Use Planning Agency - Comm. Henderson will take this position.
Nevada Local Justice Reinvestment Coordinating Council - Comm. Jacobson motioned to appoint the District Attorney’s office. District Attorney Steve Rye agreed to this motion.
Nevada Commission of the Aging - Comm. Hendrix will take this position.
Intergovernmental Executive Committee (Expanding Term of December 31, 2025) - Comm. Keller will fill this position. Andrew Haskin will be the alternate.
Comm. Hockaday asked for public participation, there was none.

Comm. Henderson made a motion to make the committee assignments as discussed and on the spreadsheet.

Comm. Jacobson seconded, and the motion passed 5-0.

18.c. For Possible Action: Approve a Settlement Agreement dated November 14, 2022 ("Walmart Settlement") with Walmart and Subdivision Participation Form related to the Opioid Litigation and authorize the Chair to sign the necessary documents to implement the settlement for Lyon County, Nevada.

District Attorney Steve Rye stated this is part of the opioid settlement. Lyon County will receive about $284,000.00 and these funds will go into the opioid fund managed by Shayla Holmes.

Comm. Hockaday verified this will be over a six year period with first payment in the first year. Steve Rye agreed.

Comm. Hockaday asked for public comment. There was none.

Comm. Henderson moved to approve a Settlement Agreement dated November 14, 2022 ("Walmart Settlement") with Walmart and Subdivision Participation Form related to the Opioid Litigation and authorize the Chair to sign the necessary documents to implement the settlement for Lyon County, Nevada.

Comm. Hendrix seconded, and the motion passed 5-0.

19. Community Development

19.a. For Possible Action: Award the Lyon County Solid Waste Disposal Franchise based on the responses received for Request for Proposal #22/10; direct staff to enter into contract negotiations with the winning proposal.

County Manager Andrew Haskin gave some information on the requirements for purchasing for local Governments and how they choose the lowest responsive and responsible bidder. He also explained the process for the bid, and clarified that the property C & S Waste proposed for their site was sold. He gave a comparison of the three companies that have applied for the contract including locations and pricing. Staff recommendation is to go with Waste Management.

Andrew Haskin stated that they did not plan on having presentations from the proposers and planned they just speak during public comments. The commissioners agreed to this.
Comm. Keller questioned their experience and the fact that Silver Springs still doesn’t have a transfer station. He also stated that Silver Springs was supposed to get a transfer station years ago, which was on the first contract. Mr. Haskin answered that the experience is not just based on Lyon County. He also stated that the transfer station issue was heard at a prior meeting and the Board was aware of this.

Comm. Jacobson asked who has to pay for illegally dumped bulky items. Mr. Haskin answered whoever was awarded the bid would be responsible for this. Comm. Jacobson was concerned this would lead to illegal dumping. Comm. Jacobson also questioned whether D & S waste will still stay the subcontractor for Mason and Smith Valleys. Mr. Haskin stated that is in the proposal, but pointed out that D&S doesn’t have a written contract.

Comm. Henderson questioned that the rankings were based on the RFP with no consideration for past performance, and stated the scores alone don’t tell the whole story.

Comm. Hendrix stated that Waste Management put up a bond to ensure that the work would be done building the Silver Springs transfer station and the other two proposers would have to build two transfer stations. He asked what guarantee there is that work would be done in a timely manner. Andrew Haskin answered that there was no bond requirement, but they do have a $100,000.00 performance bond.

Comm. Hockaday stated it is implied that Olcese and C & S will set up a contract with D&S for Mason and Smith Valleys.

Damen Shay from C&S Waste Solution stated his company would thrive in Lyon County and they have the resources backing them, would set up a locally staffed yard and office, and will be involved in the community.

Comm. Henderson questioned the anticipated time line. Mr. Shay stated he doesn’t have any specifics, but they do have land in Silver Springs and would have more details after the award.

Comm. Hendrix asked about the option with the 96 gallon service, you get six additional 32 gal cans, but elsewhere stated that is no longer in place. Mr. Shay stated he would have to get back to her on this.

Olcese Waste owner, Tillio Olcese, gave a brief background of his business and all equipment they have and emphasized his team could be ready to go tomorrow. Comm. Henderson asked how soon a building could be built. Mr. Olcese answered 90 days. They will have a temporary transfer station in the Dayton yard so they are ready from day one.

Comm. Hendrix questioned why 75 pound containers cannot be used anymore. Mr. Olcese stated they cannot be used due to the safety of employees.
Kendra Kostelecky from Waste Management gave a brief presentation on her company and how responsive they are to their customers, emphasizing they are local and that 17% live and work in Lyon County.

Comm. Henderson confirmed it would take two years to complete and Kendra Kostelecky stated that is on the outside of the time frame. Comm. Henderson asked what the bond is for. Ms. Kostelecky stated it is to guarantee they are going to give a transfer station. Comm. Henderson stated that is not what the contract states and that if they fail to build within 36 months they will give Lyon County the money to build it. Comm. Henderson stated Waste Management has not built a transfer station in ten years.

Comm. Keller stated he had complaints in Silver Springs about Waste Management and it was a big burden to get properties cleaned up. They have not stepped up and this should have been done last year with the last contract. Kendra responded that 200 residents in Silver Springs came forward with a petition in support of them.

District Attorney Steve Rye clarified that the transfer station has been discussed several times and the board made the decision that a transfer station did not have to be built for a period of time.

Public Comment:

Brad Cea, area director for Waste Management, stated that as far as the bond goes, they have to tie it to something, which was completion of the transfer station. He agreed there is history here but the RFP should be based on the future. He pointed out all the employees in the room and that these people want to serve the members of the community with the best service at the best price.

Vida Keller wanted to go on the record that nobody has addressed what the cost will be to purchase land, build the transfer station and whether the bond will cover this. She also questioned that they have only three days a week service, not to include a weekend, for people to dump trash. She stated their drivers are great but corporate still continues to ignore the residents.

Andrew Haskin addressed the local issue and all three companies would be considered local companies.

Comptroller Josh Foli stated that looking at the rates, they should be considered and this will also affect indigent services.

Comm. Jacobson stated that at the Dayton meeting they were very clear that price for service is the bottom line. A lot of people were upset that monthly bills were raised. He questioned the rate increases and stated he is not comfortable increasing customer’s prices. He would award to Waste Management based on this.
Comm. Hendrix stated that it might be a perception that the existing people have an advantage but they also face a disadvantage because there are the ones that have had to endure the complaints.

Comm. Henderson talked about the costs difference of $1.65 a month and $3.65 month doesn’t add up to $40.

Comm. Keller was impressed with C&S and how they talked about every community being different and how they are involved in the community.

Comm. Hockaday commented that when they look at all other contracts in the county they add up all the expenses for the projects and decide what the best price is for people who live in the County.

Comm. Jacobson made a motion to award the Lyon County Solid Waste Disposal Franchise based on the responses received for Request for Proposal #22/10; direct staff to enter into contract negotiations with Waste Management.

Comm. Hendrix seconded.

Comm. Jacobson, Hockaday and Hendrix voted in favor of the motion and Comm. Henderson and Keller were opposed.

Motion passed 3-2.

20. Agenda Requests

Comm. Henderson requested an agenda item to propose an ordinance prohibiting ornamental grass.

Comm. Jacobson is bothered by the fact that the 4H club was charged for damages from the fire at the fire station, stating he didn’t see any damages. He also questioned if they get their deposit back and whether they and other organizations should be charged a deposit in the first place. Andrew Haskin said it may not be an agenda request, and that he will look into this.

Comm. Jacobson also questioned if there is more the Board can do with keeping up property and helping code enforcement.

Comm. Hockaday requested at some point to discuss the Lyon County lease agreement for the Smith Valley Rodeo grounds.

21. Commissioner Comments

Comm. Jacobson mentioned the STEM Festival at Fernley High School, and thanked Eric Milovsky for his support.
Comm. Hendrix asked if Andrew Haskin could speak to the Planning Commission to see if they would be interested in training.

Comm. Henderson reminded about Dayton Senior Center Taco Tuesday to raise funds for the senior center.

Comm. Hockaday advised that the Silver Springs Craft Fair and Bake sale is March 11th 9am-2pm at the Senior Center and Bingo on March 18th. He also thanked Eric Milavsky for his work in human resources. He would also like to do something for the Battleborn Youth Academy.

22. Closed Session

There was a closed session.

23. Public Participation

Andrew Haskin mentioned there is a Citizens Advisory Board training this Saturday in Silver Springs, which will be via Zoom as well. This will cover Open Meeting Law. Applications will be accepted through Monday, March 6, 2023 for the open positions on the Planning Commission. There will be something for Eric Milavsky leaving Lyon County at the next meeting.

24. Adjourn

The meeting was adjourned at 3:32 p.m.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
14.a

Subject:
For Possible Action: Approve Agreement with Thomson Reuters for Online Legal Research for the District Court for five years at the rate of $1,170 per month the first year and a 4% increase each year thereafter.

Summary:
The Lyon County District Court uses Westlaw for online legal research.

Financial Department Comments:
This is budgeted in the current fiscal year. Future budgets will reflect the price increase.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Motion to Approve contract for Online Legal Research with Thomson Reuters as presented.

ATTACHMENTS
  • - District Court Thomson Reuters Contract
## Attachment

**Order ID:** Q-05464390

Contact your representative reed.fraithmann@thomsonreuters.com with any questions. Thank you.

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Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.
Order Form

Order ID: Q-05464390

Contact your representative reed.flaethmann@thomsonreuters.com with any questions. Thank you.

Sold To Account Address
Account #: 1004578971
THIRD JUDICIAL DISTRICT COURT
LEON ABERASTURI
911 HARVEY WAY STE 2
YERINGTON NV 89447-2359 US

Shipping Address
Account #: 1004578971
THIRD JUDICIAL DISTRICT COURT
LEON ABERASTURI
911 HARVEY WAY STE 2
YERINGTON NV 89447-2359 US

Billing Address
Account #: 1004578971
THIRD JUDICIAL DISTRICT COURT
LEON ABERASTURI
911 HARVEY WAY STE 2
YERINGTON, NV 89447-2359 US

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**Bridge Terms**

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

### Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

### Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

**Banded Product Subscriptions.** You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personal or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.
Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by any of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.


eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

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- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West kmSoftware
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

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Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates’ legal representation). In no event shall anyone other than Subscriber’s approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber’s responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-05464390
This Order Form will expire and will not be accepted after 4/1/2023.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
15.a

Subject:
For Possible Action: Accept a $2500 scholarship from the Pet Network Humane Society covering registration and travel expenses for a Lyon County Animal Services Officer to attend the Animal Care Expo in New Orleans in April 2023.

Summary:
Lyon County Animal Services applied for and received a scholarship for an Animal Services Officer to attend the 2023 HSUS Animal Care Expo in New Orleans, LA on April 3-6, 2023. The scholarship covers registration, travel, and meals.

Financial Department Comments:
This is all grant-funded.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept a $2500 scholarship from the Pet Network Humane Society covering registration and travel expenses for a Lyon County Animal Services Officer to attend the Animal Care Expo in New Orleans in April 2023.

ATTACHMENTS

•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
15.b

Subject:
For Possible Action: Accept amendment to FY2019 Federal Transit Administration (FTA) 5339 (Capital Purchases) Agreement funding in the amount of $66,179, with County matching funds in the amount of $11,679, for a replacement vehicle and accept the vehicle into the County fleet, to extend the agreement ending date to March 31, 2024.

Summary:
Nevada Department of Transportation (NDOT) has approved Lyon County Human Services’ grant application for a replacement vehicle. This amendment will extend the agreement expiration date to March 24, 2023 to allow for the delay of delivery of the vehicle.

The required matching funds of $11,679 will be paid for with existing operational funds. The motion would also include accepting the vehicle into the County fleet.

The Senior Services Division provides transportation to and from medical appointments, including dialysis treatment and other critical services.

Financial Department Comments:
Matching funds will be paid out of the existing budget.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept amendment to FY2019 Federal Transit Administration (FTA) 5339 (Capital Purchases) Agreement funding in the amount of $66,179, with County matching funds in the amount of $11,679, for a replacement vehicle and accept the vehicle into the County fleet, to extend the agreement ending date to March 31, 2024.

ATTACHMENTS
- Amendment to Grant Agreement for Replacement Vehicle
Amendment No. 1 to
Grantee’s Agreement No. PR426-20-802

This Amendment is made and entered into on _______________, between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the “DEPARTMENT”; and Lyon County Human Services, 620 Lake Ave, Silver Springs, NV 89429, hereinafter referred to as the “GRANTEE”.

WITNESSETH:

WHEREAS, on May 24, 2021, the parties entered into Agreement No. PR426-20-802 to provide 49 USC § 5339 capital funding to purchase transit vehicles, bus-related equipment, and/or to construct bus-related facilities for use in the GRANTEE’s transportation program; and

WHEREAS, the scope must be amended to extend the end date for the project; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR426-20-802.

NOW, THEREFORE, the parties agree as follows:

A. Article IV, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:
“The term of this Agreement shall commence on the date both parties enter into this agreement, shown in Paragraph 1 on Page 1 of this Agreement and shall run through and including the date the GRANTEE receives the PROJECT ASSETS identified in Attachment “A” – Application or March 31, 2024, whichever is sooner.”

B. All of the other provisions of Agreement No. PR426-20-802 dated 05/24/2021 shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

GRANTEE: STATE OF NEVADA, acting by and through

Lyons County Human Services

DEPARTMENT OF TRANSPORTATION

______________________________
Director

Name and Title (Print)

Approved as to Legality and Form:

______________________________
Deputy Attorney General
Agenda Item Number: 16.a

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

Summary: Per NRS 244.210, the Board of Commissioners approves 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
- Claims Report 2-16-23 to 2-28-23
- Cash Report 2-28-23
## CLAIMS REPORT
### FEBRUARY 16 THROUGH FEBRUARY 28, 2023

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### LYON COUNTY

#### BALANCE

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**Subtotal Governmental Funds:** 76,261,467.15

#### DNA TESTING FUNDS

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**Total Lyon County:** 111,057,902.87

**Total Custodial Funds:** 17,256,523.97

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

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### BANK ACCOUNTS AND PETTY CASH

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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
16.b

Subject:
For Possible Action: Review and accept travel claims.

Summary:
The Board of Commissioners has requested to review travel claims paid by the Comptroller’s office.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approval Recommended

ATTACHMENTS
- Travel Report 2-16-23 to 2-28-23
# Lyon County Travel Report
## February 16-28, 2023

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<td>Steve Acree Nevada Rural Water Association Conference Reno, NV 03/15/2023 - Registration</td>
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<td>Matt Clapham TAC-1 Combat Pistol Course Carson City, NV 03/04-03/04/2023 - Per Diem</td>
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**Total:** 5,398.27
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
16.c

Subject:
For Possible Action: Approve buying two trucks that will exceed the current budgeted amount, with $11,000 coming from contingency in the General Fund for a Facilities Department truck and $6,000 being moved from the services and supplies line item in the Road Improvement Fund for a Road Department truck.

Summary:
We are able to purchase two trucks that are currently available at state bid pricing, but they exceed the budgeted amount. The Facilities Department truck was budgeted for $50,000 and is estimated to cost $61,000; while the Road Department truck was budgeted for $55,000 and is estimated to cost $61,000.

Financial Department Comments:
Approval Recommended

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve buying two trucks that will exceed the current budgeted amount, with $11,000 coming from contingency in the General Fund for a Facilities Department truck and $6,000 being moved from the services and supplies line item in the Road Improvement Fund for a Road Department truck.

ATTACHMENTS
•
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
17.a

Subject:
For Possible Action: Appoint a member to the Planning Commission, with a term expiring December 31, 2026.

Summary:
Tammy Hendrix has been appointed as a Board of County Commissioner by the Governor. Thus leaving a position available in the Planning Commission.

A citizen can only be appointed to either an advisory board or Planning Commission per Lyon County Ordinance 3.02.02 B. The appointed members of the Planning Commission shall hold no other public office. Per NRS, the Chair makes the appointment and the BOCC approves of the appointment.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Clerk Affidavit
- Betty Retzer, Application
- Jeff Le Grand, Application
- Jimmie A. Richards, Application
- Mark Hamilton Jones, Application
- Michael Weiss, Application
- Ralph N. Ewing, Application
- Shannon Ceresola, Application
- Suzanne Armstrong, Application
STATE OF NEVADA

COUNTY OF LYON

I, Staci Lindberg, County Clerk/Treasurer of said county, being duly sworn, deposes and says, that on the 8th day of March, 2023, I have reviewed the applications as listed on the Agenda and that said Applicants are registered to vote in Lyon County at the resident address listed on their applications. I declare under penalty of perjury that the foregoing is true and correct.

Dated this 8th of March, 2023.

Staci Lindberg, Clerk/Treasurer
Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee  ☐ Mound House Advisory Board
☐ Advisory Board to Manage Wildlife  ☒ Planning Commission
☐ Animal Control Advisory Board  ☐ Regional Transportation Board
☐ Central Lyon Park & Recreation Board  ☐ Room Tax Board
☐ Central Lyon Vector Control Board  ☐ Silver City Cemetery Board
☐ Dayton Regional Advisory Board  ☐ Silver City Advisory Board
☐ Dayton Valley Events Center Board  ☐ Silver Springs Advisory Board
☐ Debt Management Commission  ☐ Smith Valley Advisory Board
☐ Library Board of Trustees  ☐ Smith Valley Park & Recreation Board
☐ Lyon County Fair Board  ☐ Stagecoach Advisory Board
☐ Mason Valley Advisory Board  ☐ Walker River Weed Control Board
☐ Mason Valley Mosquito Abatement

Contact Information:

Name: Betty Retzer
Address: 11625 US Hwy 50 W, Stagecoach, NV
Phone: 775-720-2044 Email: B.LRetzer@yahoo.com

How long have you been a resident of Lyon County? 20 years

How many board or commission meetings have you attended in the last year? 3 or 4

List boards or commissions you presently serve on or have served on in the past including dates of service:

Lyon City Plan. Comm. 2010-2020
Animal Control Bd. 2006-2010
Education and/or training relevant to the position you are applying for:

BA college
training courses for local boards + Plan. Comm.

Explain briefly why you would like to be appointed to this board or commission:

I am interested in what happens in our county, and feel my past and current involvement will serve the Plan. Comm. well. I am concerned with proper growth.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: Bettye Roth Date: 2-14-23

Notice: At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: Bettye Roth Date: 2-14-23

Please return the application to:

Lyon County Manager’s Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org
Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee
☐ Advisory Board to Manage Wildlife
☐ Animal Control Advisory Board
☐ Central Lyon Park & Recreation Board
☐ Central Lyon Vector Control Board
☐ Dayton Regional Advisory Board
☐ Dayton Valley Events Center Board
☐ Debt Management Commission
☐ Library Board of Trustees
☐ Lyon County Fair Board
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☐ Mason Valley Mosquito Abatement
☐ Mound House Advisory Board
☐ Planning Commission
☐ Regional Transportation Board
☐ Room Tax Board
☐ Silver City Cemetery Board
☐ Silver City Advisory Board
☐ Silver Springs Advisory Board
☐ Smith Valley Advisory Board
☐ Smith Valley Park & Recreation Board
☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Jeff Le Grand
Address: 381 Angelina Circle, Wellington, NV 89447
Phone: (951) 515-2123 Email: jefllegrold@skyglobal.net

How long have you been a resident of Lyon County? 6+ years

How many board or commission meetings have you attended in the last year? 0

List boards or commissions you presently serve on or have served on in the past including dates of service:

Have not served on any boards or commissions, however have spoken at quite a few.
Education and/or training relevant to the position you are applying for:

40+ years experience in land planning and civil engineering. I have attached a copy of the company brochure.

Explain briefly why you would like to be appointed to this board or commission:

Hopefully, to make a positive impact in the area in which I live and now where one of my kids and grandkids live.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [Signature]

Date: 3-6-23

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person’s choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [Signature]

Date: 3-6-23

Please return the application to:
Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org
Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee
☐ Advisory Board to Manage Wildlife
☐ Animal Control Advisory Board
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☐ Silver Springs Advisory Board
☐ Smith Valley Advisory Board
☐ Smith Valley Park & Recreation Board
☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Jimmie A. Richards

Address: 6 Rio Vista Drive, Yerington, Nevada 89447

Phone: 775-309-5749  Email: jimmiealan@gmail.com, jrichards@lyon-county.org

How long have you been a resident of Lyon County? 4 years 8 months

How many board or commission meetings have you attended in the last year? 2

List boards or commissions you presently serve on or have served on in the past including dates of service:

None
Education and/or training relevant to the position you are applying for:

Masters degree in Public Administration

Explain briefly why you would like to be appointed to this board or commission:

As a citizen and part time employee (Library) of Lyon County I would like to provide my time in helping to make Lyon County grow and provide better services to its citizens. Working on the planning commission would help me, as a Lyon County resident, do that.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [Signature]
Date: 2/16/2023

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person’s choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [Signature]
Date: 2/16/2023

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27 South Main Street
Yerington, Nevada 89447
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Via email: elopez@lyon-county.org
Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

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☐ Library Board of Trustees  ☐ Smith Valley Park & Recreation Board
☐ Lyon County Fair Board  ☐ Stagecoach Advisory Board
☐ Mason Valley Advisory Board  ☐ Walker River Weed Control Board
☐ Mason Valley Mosquito Abatement

Contact Information:

Name: SIR MARL HAMilton JONES
Address: 60 AVESIA RD WELLINGTON, NV 89444
Phone: 619-823-7073 Email: INA611@HOL.COM

How long have you been a resident of Lyon County? AUG 2019 - TO PRESENT

How many board or commission meetings have you attended in the last year? 6-7

List boards or commissions you presently serve on or have served on in the past including dates of service:

Smith Valley CAD JAN 1-PRESENT VICE-CHAIR...
Education and/or training relevant to the position you are applying for:

Please See Attached Resume

Explain briefly why you would like to be appointed to this board or commission:

I believe in service to my community. In the last 2 years, I have poured myself into making Lyon County a better place by working hard to put good people into office. It was a good year.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record-keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [Signature] Date: [Date]

Notice:
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Signature: [Signature] Date: [Date]

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Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org
SIR MARK H. JONES
President, INAG Inc.

I graduated from San Francisco State with his bachelor’s degree in business and advertising. In 1970, I joined the USAFR where I served as an Aircraft Electrician on the C-130 airplane. I received an Honorable Discharge and left with the rank of E-5. I was Chairman of the General’s Safety Advisory Board and Chairman of the General’s Airman Advisory Board.

I Married that same year and started my career in the retail industry working for Alpha Beta, Lucky and Home Depot and worked in management in all 3. At the same time, I started working with the United Food and Commercial Workers Union as a Vice President and soon appointed to the Central Labor Council. At the same time, I joined the Novato Fire Department and Awarded my Firefighter 1 Certificate and EMT License. I served as a Volunteer for 10 years, and President of the Association for 3 years.

I started my own financial service franchise and earned my Insurance, Securities 7 and Real Estate licenses and became a Regional Vice President with approximately 100 agents within my company. I sold that business and became a poker dealer as I needed a rest from management. Dealers were making on average $250.00 per day without the headaches. I have dealt and managed in both Class II and Class III gaming. I bring over 50 years of business management experience to the table. I have a thorough knowledge of management, operations, marketing, promotions, customer development and retention, sales, personnel, training, financial statements, loss prevention, player tracking, table games management and operations, slot operations and cash cage operations. I have completed the Casino Management Certification Program at the University of Nevada, Reno Campus. I have completed 30 hours of Slot operations Management and 30 hours of Table Games Management. I have also taken casino financial classes in Las Vegas. I am active in casino consulting and have been successful in working with and growing the knowledge of managers across the country. I was called upon on a regular basis to lecture at gaming conventions and wrote for 2 gaming publications.

Career Autobiography

President/ CEO
INTERNATIONAL NETWORK in ADVANCE GAMING INC., Paradise, CA 1/99 - Present
I currently run the operation of the company I started in 1999. I am responsible for payroll, game development, product acquisition, consulting services, contract negotiations, product pricing and company licensing. Our company mission is to take proven games and make them more profitable for the casinos. We have done this with Roulette, Craps, Blackjack, Pai Gow and Poker. I have 23 Utility Patents with several more pending. I handle all required filings with the states and the DOJ in Washington. INAG Inc. has received a positive Finding of Suitability from the State of California. I have my Manufacture, Distributor and Slot Route
Operations Licenses in Nevada and have over 20 Tribal Gaming Licenses. Our current net worth is 6 million.

**BEAUTY BAR BOTIQUE** (Medi-spas) August 2021 to present Mississippi. I am a partner and CFO of 2 locations in Mississippi. We specialize in high-end services. These include Botox, Fillers, Laser treatments, Micro-needling, Hair removal and growth, Lash extensions, Hair extensions, Facials and Brows. First year revenue $850,000

**Day-Shift Casino Manager**

**SYCUAN CASINO AND RESORT**, El Cajon, CA  5/95 - 6/03

Day Shift Casino Operations Manager. Other positions held: Assistant Director Slot Operations, Assistant Casino Shift Manager, Pai Gow Shift Manager, 21 Shift Manager, 21 Floor Manager, 21 Dealer, Casino Safety Committee. Sycuan employed 2200 people. Gaming includes 2000 ticket in/ ticket out slots (converted from coin), 80 table games, 250- seat OTB and 1200 seat Bingo. Amenities: 5 restaurants, 450 seat State of the Art Theater, 54 holes of golf and a 99 room hotel. As Casino Operations Shift Manager, I handled any and all issues that presented themselves on my shift. We were in a very diverse environment and had to understand many different cultures including the Sycuan Tribal Culture. I know how to get things done through my team of managers. I have been through a large expansion and understand the need for change and to stay current in the market.

INAG was awarded the title “World’s Greatest Card-Based Gaming Company” by World’s Greatest as seen on TV. INAG has grown to the 3rd or 4th largest card-based gaming company in the world with revenues exceeding 1.5 million per year. We are doing business internationally at this time and continue to grow.

I am a member of the International Masters of Gaming Law. This is an invitation only organization of the leading gaming attorneys and gaming regulators in the world. I was invited because I took on the Division of Gambling Control in CA and was able to bring my card based roulette and craps games to the tribal casinos. My roulette game is now the #1 card based roulette game in the world.

**Community Service**

I am currently Vice-Chair of the Smith Valley Citizen Advisory. I took on this task while waiting for an opening on the Planning Commission. That spot is not open.

I served as Vice-Chair of the LCRCC and Chair of the Activities Committee of the Lyon County Republican Central Committee for the 2022 primary and general election cycle. I am still a delegate and very active.

I am an Eagle Scout and have served in leadership in Lyon International, Elks, and Eagles.

I am currently Past Master of Douglas Lodge #12 Free and Accepted Masons, Shriners International and Scottish Rite. I belong to 3 Blue Lodges (CA, NV, Japan).

I am a member of the Royal Order of Scotland, Edinburgh, Scotland where I received my Knighthood.
I submitted an application for Planning but was informed they would not accept it until an opening was available. With the current opening, I hope you will consider me to fill the vacancy.
Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee
☐ Advisory Board to Manage Wildlife
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☐ Silver Springs Advisory Board
☐ Smith Valley Advisory Board
☐ Smith Valley Park & Recreation Board
☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Michael Weiss
Address: 205 Chaparral Drive  #285 Smith 89480
Phone: 661 703 8366 Email: CIGARBOX@HOTRODZ.COM

How long have you been a resident of Lyon County? 4 MONTHS

How many board or commission meetings have you attended in the last year? 1

List boards or commissions you presently serve on or have served on in the past including dates of service:

- 10 YEARS ON HOA BOARD - HELD ALL POSITIONS (PRES, VP, ARCHITECTURAL, RULES/REGULATIONS)
- L.A. COUNCIL OF SKI CLUBS - PRES, V/P
- CERTIFIED HANDICAP - SOCIAL GOLF ASSOC - 2002 TO 2014
Education and/or training relevant to the position you are applying for:

**HOA BOARD EXPERIENCE**
- Ran multi-million dollar aerospace company 30+ years
- Negotiate numerous contracts from inquiry to completion

Explain briefly why you would like to be appointed to this board or commission:
- **Being very community minded, I feel it's crucial to obtain input on local issues/wants/needs. I am a team player and well organized.**

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [Signature] Date: 2-22-2023

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person’s choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [Signature] Date: 2-22-2023

Please return the application to:

Lyon County Manager’s Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6331; Fax: (775)463-6500

Via email: elopez@lyon-county.org
Lyon County
Application to Serve on an Advisory Board

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Check the Board or Commission for which you are applying:

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☐ Smith Valley Advisory Board
☐ Smith Valley Park & Recreation Board
☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Ralph N. Ewing

Address: 174 Shady Grove Lane Dayton, NV 89403

Phone: 775-246-1174 Email: RNEwing@pacbell.net

How long have you been a resident of Lyon County? 17 years

How many board or commission meetings have you attended in the last year? 15

List boards or commissions you presently serve on or have served on in the past including dates of service:

City of Pacifica, CA Planning Commission - 2002 through 2005 (chair)

Dayton Regional Advisory Board - 2007 (vice-chair) and 2008 (chair)

Dayton Regional Advisory Board - 2021 (vice-chair), 2022, and 2023 (chair)
Education and/or training relevant to the position you are applying for:
City of Pacifica, CA Planning Commission (4 years - last year as chair) - where I conducted well-attended by the public, televised monthly meetings that dealt with land use, growth and other community issues, including proposed city ordinances that were also reviewed by the planning commission. As an example of this, I led the successful opposition to a proposed ordinance that would have given property owners rights over a neighbor's property including the right to force the neighbors to cut down trees or modify buildings to maintain views, etc. I also took third party planning commission training provided for by the city.

I have also served two terms on the Dayton Regional Advisory Board - serving as vice-chair and chair both times - with growth, and all that goes with it, as a key focus.

Explain briefly why you would like to be appointed to this board or commission:
I've lived in Lyon County long enough to experience all the changes that have occurred in the last 17 years. Serving on the Planning Commission would both allow me to see what is "coming down the pipe" for Lyon County, and then also have the opportunity to review and act on those issues in concert with the Planning Department and the Board of County Commissioners.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [Signature] Date: 02/12/2023

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [Signature] Date: 02/12/2023

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Via email: elopez@lyon-county.org
Lyon County
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☐ Lyon County Fair Board  ☐ Stagecoach Advisory Board
☐ Mason Valley Advisory Board  ☐ Walker River Weed Control Board
☐ Mason Valley Mosquito Abatement

Contact Information:

Name: Shannon Ceresola, QSD, QSP

Address: 1000 Truckee Lane, Fernley, NV

Phone: (775) 240-4785  Email: sc@ceresolainspectionservices.com

How long have you been a resident of Lyon County? 10 Years, but have owned residential and commercial property since 2000.

How many board or commission meetings have you attended in the last year? 2

List boards or commissions you presently serve on or have served on in the past including dates of service:

Fernley Chamber of Commerce Director 2018-present

Fernley Chamber of Commerce Vice-President 2020, 2021

Fernley Chamber of Commerce President 2022

Board Member Fernley Main Street America
Education and/or training relevant to the position you are applying for:

Bachelor of Arts in Communication, minor in Biology and Political Science from UNLV. I have completed post-graduate work at UNR. Certified California and Nevada Qualified Stormwater Developer and Practitioner (QSD, QSP).

Explain briefly why you would like to be appointed to this board or commission:

My family has been in Lyon County and Fernley for 6 generations, and I am very active within the communities economic and municipal growth. I own multiple small businesses within Lyon County and have a diverse vocation within the construction, environmental and public relations fields. I have been self-employed for over 22 years and am interested in working to create an effective community development plan by taking a comprehensive approach to meeting our community needs - an approach that recognizes the interrelationship of economic, physical and social development while implementing them within the approved standards of the County's Land Use and Development Code.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: ___________________________ Date: March 6, 2023

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: ___________________________ Date: March 6, 2023

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ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org
Lyon County
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☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Shannon Ceresola, QSD, QSP

Address: 1000 Truckee Lane, Fernley, NV

Phone: (775) 240-4785 Email: sc@ceresolainspectionservices.com

How long have you been a resident of Lyon County? 10 Years, but have owned residential and commercial property since 2000.

How many board or commission meetings have you attended in the last year? 2

List boards or commissions you presently serve on or have served on in the past including dates of service:

Fernley Chamber of Commerce Director 2018-present

Fernley Chamber of Commerce Vice-President 2020, 2021

Fernley Chamber of Commerce President 2022

Board Member Fernley Main Street America
Education and/or training relevant to the position you are applying for:

Bachelor of Arts in Communication, minor in Biology and Political Science from UNLV. I have completed post-graduate work at UNR. Certified California and Nevada Qualified Stormwater Developer and Practitioner (QSD, QSP).

Explain briefly why you would like to be appointed to this board or commission:

My family has been in Lyon County and Fernley for 6 generations, and I am very active within the communities economic and municipal growth. I own multiple small businesses within Lyon County and have a diverse vocation within the construction, environmental and public relations fields. I have been self-employed for over 22 years and am interested in working to create an effective community development plan by taking a comprehensive approach to meeting our community needs - an approach that recognizes the interrelationship of economic, physical and social development while implementing them within the approved standards of the County's Land Use and Development Code.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: ___________________________ Date: March 6, 2023

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person’s choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: ___________________________ Date: March 6, 2023

Please return the application to:

Lyon County Manager’s Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org
Lyon County
Application to Serve on an Advisory Board

Please note that all information contained in this application is considered public record and available for public review.

Check the Board or Commission for which you are applying:

☐ 911 Surcharge Committee
☐ Advisory Board to Manage Wildlife
☐ Animal Control Advisory Board
☐ Central Lyon Park & Recreation Board
☐ Central Lyon Vector Control Board
☐ Dayton Regional Advisory Board
☐ Dayton Valley Events Center Board
☐ Debt Management Commission
☐ Library Board of Trustees
☐ Lyon County Fair Board
☐ Mason Valley Advisory Board
☐ Mason Valley Mosquito Abatement
☐ Mound House Advisory Board
☐ Planning Commission
☐ Regional Transportation Board
☐ Room Tax Board
☐ Silver City Cemetery Board
☐ Silver City Advisory Board
☐ Silver Springs Advisory Board
☐ Smith Valley Advisory Board
☐ Smith Valley Park & Recreation Board
☐ Stagecoach Advisory Board
☐ Walker River Weed Control Board

Contact Information:

Name: Suzanne Armstrong
Address: 126 Ring Rd Dayton NV 89403
Phone: 775-220-9880 Email: gsarmstrong@charter.net

How long have you been a resident of Lyon County? 24 years

How many board or commission meetings have you attended in the last year? 8

List boards or commissions you presently serve on or have served on in the past including dates of service:

Dayton Regional Advisory Board 2018-2022
Education and/or training relevant to the position you are applying for:

- MBA - Business Administration
- Economic Professor

Explain briefly why you would like to be appointed to this board or commission:

I have lived in Lyon County for 24 years. I have seen a lot of growth in Lyon County and I would like to be part of it. Given my education and Economic background I believe I would be a good representative for the planning commission.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: timely attend all mandatory training (including training that is a condition to being sworn in); comply with applicable record-keeping requirements; and otherwise adhere to the handbook, policies, and laws by which I am bound. I am aware that failure to do so is grounds for removal from the advisory board.

Signature: [Signature] Date: 2-14-23

Notice:
At the meeting to consider your application for appointment, the Board or Commission, may consider your character, alleged misconduct, professional competence, or physical or mental health. This notice is provided pursuant to NRS 241.031 and 241.033. The topics of discussion will relate to your ability to serve in the position for which you have applied. If the Advisory Board of County Commission desires to close the meeting, they must allow you to: (a) attend the closed meeting or that portion of the closed meeting during which the character, alleged misconduct, professional competence, or physical or mental health of the person is considered; (b) have an attorney or other representative of the person's choosing present with the person during the closed meeting; and (c) present written evidence, provide testimony and present witnesses relating to the character, alleged misconduct, professional competence, or physical or mental health of the person to the public body during the closed meeting. You will not receive any additional notice, and by signing this application you hereby agree to waive any right to future notice pursuant to NRS Chapter 241.

Signature: [Signature] Date: 2-21-23

Please return the application to:

Lyon County Manager's Office
ATTN: Erin Lopez
27 South Main Street
Yerington, Nevada 89447
Office: (775)463-6531; Fax: (775)463-6500

Via email: elopez@lyon-county.org
Hi Erin –

Please remove my application for the PC board.

Thank You

Betty
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
17.b

Subject:
For Possible Action: Appoint Jeff Miller as the Sheriff's Representative to the 911 Surcharge Committee with a term expiring December 31, 2023.

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 16, 2023

Agenda Item Number:
18.a

Subject:
For Information Only: Projects update from the Utilities Engineer for the first quarter of 2023 (Kishora Panda).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
  • Utilities Department Projects
LYON COUNTY UTILITIES DEPARTMENT
Utilities Department Project Status

SUMMARY

Projects **In Pre-Design/Planning**
1. Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2
2. Sewer Model Development
4. Sheep Camp Dam Geotechnical Assessment

Projects **In Design**
None

Projects **In Construction**
1. Sewer Lift Station 2 Replacement
2. Aspen Creek Rapid Infiltration Basins (RIBs)
3. 10-Mile Hill Tank
4. Rolling A Wastewater Treatment Facility Phase 4 Expansion

Projects **Completed (Last 2 Months)**
None
**Project:** Hwy 50 - Dayton Valley Rd Sewer Replacement Project Phase 2

**Description:** Phase 2 of the sewer project includes rehabilitation or replacement of the existing 8-inch Asbestos Concrete (AC) pipe between the manhole east of Sinclair Gas Station and the manhole across the post office (about 1800 linear foot).

**Budget:** $7.6MM (Dayton Sewer Fund - FY 2023 budget)

**Schedule/Status:**
- Three (3) alternate sewer routes are being evaluated.
- Sewer replacement along the existing route (Alternative 1) is least expensive.
- Easement discussion with the two property owners

**Change Orders:**
- Sinclair Gas Station - Obtained a permanent utility easement
- Sbragia Properties - Property appraisal is in progress. Discussion advanced for a possible agreement

**Notes:**
Lyon County Utilities Department
Project Update March 16, 2023

Project: Sewer Model Development

Description: Sewer Collection System model development scope includes 4 months of sewer flow metering followed by a hydraulic model development, model calibration, and report preparation

Budget: $206,700 (Dayton Sewer Fund - FY 2022 budget)
Expenditures To Date - $23,000

Schedule/Status:
- Notice to proceed issued - April 2022
- Flow monitoring at 7 Sewer Manholes completed - Sept 2022
- Final Model presentation and report - Mar 2023

Change Orders:

Notes:
Project: Silver Springs General Improvement District (GID) Effluent Disposal Preliminary Engineering Report

Description: Current effluent disposal from the wastewater facility is not sustainable. Study scope includes evaluation of alternative effluent disposal options and geotechnical investigation for a potential Rapid Infiltration Basin (RIB).

Budget: $93,247 (SSGID Fund 634)
Expenditures To Date - $9,300

Schedule/Status:
- Discussion with one property owner for conducting geotechnical study for a potential RIB site in the property
- Evaluation of other disposal options
Project: **Sheep Camp Dam Geotechnical Assessment**

**Description:**
Geotechnical exploration, laboratory testing, engineering analysis, and preliminary geotechnical recommendations for preliminary geotechnical assessment of the existing Sheep Camp Dam, Dayton NV

**Budget:**
$49,500 (Dayton Water Fund)
Expenditures To Date - $27,000

**Schedule/Status:**
- Preliminary geotech assessment report - submitted in Aug 2022
- Meeting on the recommendations of the report and planning for the next step - Sept 2022
Lyon County Utilities Department

Project Update March 16, 2023

Project: Sewer Lift Station 2 Replacement

Description: The project will increase sewer pumping capacity from the existing Lift Station 2 matching with the Rolling A plant phase 4 expansion. Scope includes a new Lift Station (#2A, 1250 gallons per minute) across the Dayton Valley Rd, 12-inch force main from the new Lift Station #2A connecting the existing Lift Station 3A-Rolling A plant forcemain at Sutro Rd, South Plant connection, and flow metering.

Budget: $7.5 MM (Dayton Sewer Fund - FY 2020 Budget)

Expenditures To Date - $2.75 MM

Schedule/Status:

- Construction contract awarded Nov 2021
- Construction began: May 2022
- Construction interrupted due to material supply issues Oct 2022
- Construction resumed Nov 2022
- Weather impacted construction in Jan/Feb
- Construction completion (Contract) Jul 1, 2023
- Construction progress satisfactory and per the schedule

Change Orders: Change order #1 extended contract completion time to Jul 1, 2023

Notes:
Project : Aspen Creek Rapid Infiltration Basins (RIBs)

Description: The project will provide effluent disposal capacity matching with the Rolling A Plant Phase 4 Expansion. Scope includes construction of a new 1.4 million gallon per day Rapid Infiltration Basin (RIB) facility, 12-inch forcemain from Rolling A plant to the RIB facility, and upgrade to the existing Rolling A effluent pump station.

Budget: $6.5 MM (Dayton Sewer Fund - (FY 2020 Budget)
Expenditures To Date - $3.9 MM*

Schedule/Status: - Notice to Proceed for Construction
- Construction progress has been satisfactory
- Weather impacted construction in Jan/Feb
- Construction completion (7 months) May 2023
- Material supply issues likely delay the project to Aug 2023

Change Orders: Change order #1 extending the substantial completion to Jul 31, 2023 and final completion to Aug 30, 2023

Notes: * Excluding the cost of land purchase
10-Mile Hill Tank project scope includes construction of a 1.0 million gallon welded steel water storage tank with access road from Hwy 50, approximately 6,500 linear feet of 16-inch water transmission main (C905 PVC), electrical and telemetry system.

Budget: $7.75 MM (Dayton Water Fund - FY 2023 Budget)
Expenditures To Date - $72,000

Schedule/ Status:
- Project bid advertised
- Board awarded construction contract to Aspen Developers
- Contract execution in progress
- Expected notice to proceed for construction
- Construction completion (7 months):
  - Nov 2022
  - Feb 2, 2023
  - Jun 2023
  - Dec 2023

Change Orders: None

Notes:
Project Update    March 16, 2023

Project:  Rolling A Wastewater Treatment Facility Phase 4 Expansion

Description: The project will increase plant annual average treatment capacity from 1.0 Million gallons per day to 1.4 million gallons per day. Scope includes, (1) construction of new equalization tank, flow splitting structure, two sequencing batch reactors, thickening unit, and a dewatering unit and (2) rehabilitation of existing headworks and sequencing batch reactor.

Budget: $15.0 MM (FY 2020, Dayton Sewer Fund -624)
Expenditures To Date - $1.96 MM

Schedule/ Status:  
- Project bid advertised Jan 9, 2023  
- Bid opened Feb 28, 2023  
  Engineers estimate $19.032 MM  
  Bid 1 $19.99 MM  
  Bid 2 $20.276 MM
- Bids are under review Apr 6, 2023
- Recommended bidder for award to BOCC  
- Construction (24 months): Jun 2023- May 2025

Change Orders:

Notes:
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
18.b

Subject:
For Possible Action: Approve Change Order No. 1, for the Aspen Creek Rapid Infiltration Basins and 12-inch Effluent Main Project with Ames Construction, to extend the contract duration by 121 days due to material procurement delays associated with American Iron and Steel available products. (David Bruketta)

Summary:
The Board of County Commissioners awarded the Aspen Creek Rapid Infiltration Basins Project to Ames Construction on July 7, 2022 for an amount not to exceed $6,167,673.19. The Notice to Proceed was issued on October 3, 2022 with a substantial completion date of April 1, 2023. The project completion date has been delayed due to material procurement delays associated with American Iron and Steel available products. The estimated date for substantial completions is projected to be July 31, 2023 (121 days past the initial substantial completion date). This time extension request is based on an estimated schedule and may need to be revised at a later date once material delivery is confirmed by suppliers.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Move to approve Change Order No. 1, for the Aspen Creek Rapid Infiltration Basins and 12-inch Effluent Main Project with Ames Construction, to extend the contract duration by 121 days due to material procurement delays associated with American Iron and Steel available products.

ATTACHMENTS
• Change Order 1, Ames Construction
Date of Issuance: March 16, 2023  
Owner: Lyon County Utilities  
Contractor: Ames Construction, Inc.  
Engineer: DOWL/Farr West Engineering  
Project: Aspen Creek Rapid Infiltration Basins and 12-Inch Effluent Main

Effective Date: March 16, 2023  
Owner's Contract No.: PWP-LY-2022-115  
Contractor's Project No.: 2194  
Engineer's Project No.: N/A

The Contract is modified as follows upon execution of this Change Order:

**Description:** This is a no-cost change order to address Contract Times only for the following items:

- Supply and shipping delay of 12-inch butterfly valves – target delivery by the end of April.
- Supply and shipping delay of motor soft starters for the effluent pumps at the High Head Pump Station – target delivery by the end of April.
- Supply and shipping delay of the cabinet enclosure for the electrical and control equipment at the RIB Facility – target delivery by the end of May.

To allow for equipment installation time, service installation by NV Energy once electrical enclosure is installed, and adequate “float” in the construction schedule, the Substantial Complete Date will be changed to July 31, 2023.

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE</th>
<th>CHANGE IN CONTRACT TIMES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$ 6,167,673.19</td>
<td>Substantial Completion: 180 days</td>
</tr>
<tr>
<td></td>
<td>Ready for Final Payment: 210 days</td>
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Increase/Decrease from previously approved Change Orders No. ___ to No. ___:

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<tr>
<th>Increase/Decrease from previously approved Change Orders No. ___ to No. ___:</th>
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<tbody>
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<td>$ 0.00</td>
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Contract Price prior to this Change Order:

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<tr>
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<tr>
<td>$ 0.00</td>
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Contract Price incorporating this Change Order:

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<tbody>
<tr>
<td>$ 6,167,673.19</td>
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</table>

Contract Times prior to this Change Order:

<table>
<thead>
<tr>
<th>Contract Times prior to this Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Completion: 180 days (April 1, 2023)</td>
</tr>
<tr>
<td>Ready for Final Payment: 210 days (May 1, 2023)</td>
</tr>
</tbody>
</table>

Increase of this Change Order:

<table>
<thead>
<tr>
<th>Increase of this Change Order:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Completion: 121 days</td>
</tr>
<tr>
<td>Ready for Final Payment: 121 days</td>
</tr>
</tbody>
</table>

Contract Times with all approved Change Orders:

<table>
<thead>
<tr>
<th>Contract Times with all approved Change Orders:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantial Completion: 301 days (July 31, 2023)</td>
</tr>
<tr>
<td>Ready for Final Payment: 331 days (August 30, 2023)</td>
</tr>
</tbody>
</table>
RECOMMENDED:

By: Damon McAlister (DOWL/Farr West Engineering)
Title: Project Engineer
Date: 3/2/2023

Approved by Funding Agency

By: Charlie Wolf, Professional Engineer
Title:
Date: 

ACCEPTED:

By: Nick Galletti (Ames Construction)
Title: Project Manager
Date: 3/2/2023

By: Dave Hockaday (Lyon County)
Title: BOCC Chair
Date: 

EJCDC® C-941, Change Order.
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
19.a

Subject:
For Possible Action: Approve Task Order C, between LYON COUNTY, NEVADA and ARMSTRONG CONSULTANTS, INC., providing for professional engineering services for the Silver Springs Airport for Pavement Maintenance of Runway 6/24 and Taxiway A, in the amount of $73,980.00.

Summary:

Financial Department Comments:
This will be paid from FAA grant funding once the grant is received.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Silver Springs Airport Pavement Maintenance Task Order C
1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 19, 2019, between Lyon County, Nevada (Sponsor) and Armstrong Consultants, Inc. (Engineer) providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Silver Springs Airport, Silver Springs, Nevada

3. **WORK PROGRAM** – Attached
   
   **Element 1** – Pavement Maintenance of Runway 6/24 and Taxiway A

4. **FEES** - The fees will be as noted below. (All lump sums)
   
   **Project Development**
   - $2,370.00
   
   **Design**
   - Preliminary Design: $13,610.00
   - Final Design: $9,790.00
   
   **Bidding Services**
   - $8,670.00

   **Construction Period Services**
   - Construction Administration: $6,860.00
   - Construction Inspection: $22,050.00
   
   **Project Closeout**
   - $4,450.00

   **Special Services**
   - Categorical Exclusion Form: $2,670.00
   - DBE Program Assistance: $3,510.00

   **Engineering Total**
   - $73,980.00

5. **ATTACHMENTS** - Required Contact Provisions for A/E Contracts Under Airport Improvement Program

**SPONSOR:**
LYON COUNTY, NEVADA

**ENGINEER:**
ARMSTRONG CONSULTANTS, INC.

Andrew Haskin, County Manager  
Christopher S. Nocks, Principal
ELEMENT #1  Pavement Maintenance on Runway 6/24 and Taxiway A

1. This project consists of pavement surface treatments for the runway and taxiway at the airport. The included project sketch depicts the general layout for the project. Based on the 2018 PCI survey completed by NDOT, the current estimated pavement condition index rating ranges from 71 to 74 on Runway 6/24 and Taxiway A.

1.1. Runway 6/24 is 6,000 ft in length and 75 ft wide, and Taxiway A is 6,000 ft in length and 35 ft wide. Based on the approved Airport Layout Plan, the appropriate Runway Design Code (RDC) for this project is B-II and the appropriate Taxiway Design Group (TDG) is 2.

1.2. In addition to surface treatment, pavement cracks will also be sealed and/or repaired.

1.3. New pavement markings will be designed to meet FAA standards as outlined in AC 150/5340-1M and to match existing marking layout which includes striated markings. Type I, Gradation A glass beads will be specified for the painted surfaces.

1.4. The project does not affect existing or include any additional lighting equipment.

Estimated Construction Cost (Element 1) is: $230,000

Estimated Construction Period (Element 1) is: 14 days

Note¹: Should the Contractor exceed the specified days within the construction period, additional construction period fees may be assessed at a rate of $1,750/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.
I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA to establish parameters for the project definition and work areas, budget, schedule, and any needs for topographic survey and geotechnical investigations.

2. Develop preliminary cost estimates for the proposed work.

3. Develop a draft Scope of Work narrative for review and approval. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.


5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
   a. Prepare the following forms: SF424 and FAA Form 5100-100.
   b. Prepare Project Narrative and Sketch.
   c. Prepare Preliminary Estimate.
   d. Prepare the Sponsor’s Certifications.
   e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.
II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey will neither be required for nor performed on this project.
2. A geotechnical investigation will neither be required for nor performed on this project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Assist the Sponsor in obtaining a Nevada Public Works Project number for the project.
5. Review and evaluate project layout.
   a. Determine aircraft usage through coordination with Sponsor and FAA.
   b. Verify existing ALP dimensions and data.
6. Evaluate local conditions:
   a. Inventory local material suppliers, sources, and capabilities.
   b. Review existing Pavement Strength Survey data.
   c. Research available products to rehabilitate pavement conditions.
   d. Evaluate runway designation in relation to current local magnetic declination to determine if runway designation needs to be revised.
   e. Inventory guidance signs, manufacturers and condition should it be determined that runway designation needs revision.
   f. Conduct one (1) design site visit by the Project Engineer for familiarity with the site.
7. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ELEMENT 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>a      Cover Sheet</td>
<td>1 Sheet</td>
</tr>
<tr>
<td>b      General Notes, Legend and Survey Control</td>
<td>1 Sheet</td>
</tr>
<tr>
<td>c      Pavement Maintenance and Crack Sealing Layout</td>
<td>3 Sheets</td>
</tr>
<tr>
<td>d      Marking Layout and Details</td>
<td>4 Sheets</td>
</tr>
<tr>
<td>e      Construction Safety and Phasing Plan</td>
<td>1 Sheets</td>
</tr>
<tr>
<td>TOTAL SHEET COUNT</td>
<td>10 Sheets</td>
</tr>
</tbody>
</table>
Drawings may be added or deleted during the design phase if required.

8. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

9. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Element 1 may include the following items:

- Item C-105 Mobilization
- Item P-101 Preparation/Removal of Existing Pavements
- Item P-608 Emulsified Asphalt Seal Coat
- Item P-620 Runway and Taxiway Marking

10. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
   a. Project Location Information
   b. Insurance Requirements
   c. Contract Period and Work Schedule and Phasing
   d. Pre-Construction Conference
   e. Utilities
   f. Permits, Taxes and Compliance with Laws
   g. Field Office Requirements
   h. Haul Roads
   i. Testing and Staking
   j. Airport Security, Closure of Air Operations Areas
   k. Accident Prevention
   l. Warranty

11. Prepare and submit FAA design Modifications to Standards, if applicable.

12. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.
III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.

2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in Element 1.

3. Prepare Estimate of Probable Construction Cost for Element 1. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.

4. Prepare Engineer’s Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.

5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.

6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.

7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.

8. Submit 95% design review package to the FAA and Sponsor and solicit design review comments.

9. Incorporate 95% design review comments and respond as necessary to requests for additional information.

10. Conduct final internal review of all design documents and incorporate any necessary changes.

11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor’s review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.
12. Prepare and/or assist with necessary forms:
   a. Sponsor Quarterly Report
   b. Strategic Event Coordination Form
   c. Standard Form 271
   d. Standard Form 425
IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a hard copy set of the final plans, specifications and contract documents.

2. Provide technical assistance and recommendations to the Airport during construction bidding.

3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held via online video conference run by the Project Manager.

4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date and time agreed by the Sponsor.

5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.

6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the revised application to the Sponsor for approval and signatures.

7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.
V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor’s bonds, insurance certificates, construction schedules. Review contractor’s sub-contracts.

2. Prepare and submit a Nevada Public Works Project Notice of Award form.


4. Review and accept the Contractor’s Safety Plan Compliance Documents prior to issuing the Notice to Proceed.

5. Review subcontractor contracts to verify compliance with federal contract provisions and DBE program requirements.

6. Conduct pre-construction conference. The conference will be conducted by the Project Manager on-site or via teleconference.

7. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the Contractor’s surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor’s surveyor.

8. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor and Owner for project updates, questions, and instruction.

9. Construction site visits. This item includes one (1) additional site visit by the Project Manager for any on-site clarification of Element 1.

10. Prepare change orders and supplemental agreements, if required, including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.

11. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident inspector. Engineer will prepare FAA payment...
documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.

2. Provide a full time Resident Project Representative to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor’s and Subcontractor’s employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.

3. Prepare daily and weekly inspection reports. Weekly reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.

4. Conduct final project inspection with the Sponsor, FAA and the Contractor. Any punch list items will be noted and coordinated with the contractor for necessary action.
VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter and Nevada Public Works Project Notice of Completion form.

2. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive one copy of the record drawings in half size (11”x17”) format, as well as one in electronic format.

VII. SPECIAL SERVICES

Special Services are those services that are not considered “basic” services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Prepare and submit a Categorical Exclusion (CatEx) package. Work includes soliciting proposals for cultural and biological surveys and incorporating the findings into the CatEx package. The cost for these surveys will be billed directly to the Sponsor; however, the Engineer will assist the Sponsor in getting reimbursed for this cost as part of the grant by preparing a request for reimbursement.

2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
   a. Update/Develop the Sponsor’s DBE Plan
   b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
   c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
   d. Advertise developed DBE goal.
   e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office

3. No AGIS survey requirements are to be conducted as a part of this contract or project.
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
19.b

Subject:
For Possible Action: Approve letters of support on behalf of the Board of Commissioners for Community Project Funding requests.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Letter of Support (LYSO Training Center)
- Letter of Support (Ramsey Weeks)
- Letter of Support (Miller and Aiazza)
- Letter of Support (Respite Care)
- Letter of Support (Youth MOST)
March 16, 2023

The Honorable Mark Amodei
U.S. House of Representatives
104 Cannon House Office Building
Washington, DC 20515

Re: Lyon County – Sheriff’s Office Training Facility – Letter of Support

Dear Congressman Amodei:

On Behalf of the Lyon County Board of Commissioners, please accept this letter of support for the Lyon County Sheriff’s Office request for Community Project Funding for a new training facility.

The Lyon County Sheriff’s Office does not currently have a training facility. The department currently relies on various community centers and small training rooms to conduct trainings, meetings and briefings. Further, the department has outgrown, and been displaced from buildings or areas that are large enough to host trainings, large meetings, debriefs or operate an emergency command center.

The new training facility is proposed to be built on the site of an abandoned building in Silver Springs that is scheduled to be demolished. The funds would help construct and outfit a new 2,400 square foot training facility that would meet the current and future needs of the department. Silver Springs is centrally located in reference to services the Lyon County Sheriff’s Office provides the residents of Lyon County. A centrally located training center will reduce travel costs, reduce over time, vehicle wear, fuel costs, and provide an area for the Lyon County Sheriff’s Office to begin hosting outside training seminars.

Thank you for your consideration of this project. If you have any further questions please don’t hesitate to contact me at dhockaday@lyon-county.org.

Sincerely,

_______________________________________
Dave Hockaday, Chair
Lyon County Board of Commissioners
March 16, 2023

The Honorable Catherine Cortez Masto
United States Senate
520 Hart Senate Office Building
Washington, DC 20510

The Honorable Jacky Rosen
United States Senate
713 Hart Senate Office Building
Washington, DC 20510

Re: Lyon County – Sheriff’s Office Training Facility – Letter of Support

The Honorable Catherine Cortez Masto and the Honorable Jacky Rosen:

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Sincerely,

______________________________

Dave Hockaday, Chair
Lyon County Board of Commissioners
March 16, 2023

The Honorable Mark Amodei
U.S. House of Representatives
104 Cannon House Office Building
Washington, DC 20515

Re: Lyon County – Ramsey Weeks Reconstruction – Letter of Support

Dear Congressman Amodei:

On Behalf of the Lyon County Board of Commissioners, please accept this letter of support for the Lyon County Road and Fleet Department’s request for Community Project Funding for the reconstruction of Ramsey Weeks Cutoff.

Ramsey Weeks Cutoff is a 3.4 mile connecting road between U.S. Highway 50 and Alternate U.S. Highway 95. While originally designed and constructed as a local road, Ramsey Weeks Cutoff has become part of one of the main routes between Reno and Las Vegas due the completion of USA Parkway (State Route 439). Most GPS services route traffic onto Ramsey Weeks and direct them to USA Parkway which connects directly to U.S. Interstate 80 and Reno. Since the completion of USA Parkway, Ramsey Weeks has experienced a significant increase in traffic and the asphalt has deteriorated to an unsatisfactory level.

Additionally, Ramsey Weeks Cutoff is the main route to Silver Stage High School, Middle School and Elementary School and a Lyon County Library. The road is a school bus route and has several school bus stops. Because the road was not originally designed to handle the significant increase in Las Vegas to Reno traffic, it poses a serious safety concern to children attending the local schools and patrons of the library. Rebuilding Ramsey Weeks to Nevada Department of Transportation standards would improve the safety of the route.

Thank you for your consideration of this project. If you have any further questions please don’t hesitate to contact me at dhockaday@lyon-county.org.

Sincerely,

Dave Hockaday, Chair
Lyon County Board of Commissioners
March 16, 2023

The Honorable Catherine Cortez Masto  
United States Senate  
520 Hart Senate Office Building  
Washington, DC 20510

The Honorable Jacky Rosen  
United States Senate  
713 Hart Senate Office Building  
Washington, DC 20510

Re: Lyon County – Ramsey Weeks Reconstruction – Letter of Support

The Honorable Catherine Cortez Masto and the Honorable Jacky Rosen:

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Thank you for your consideration of this project. If you have any further questions please don’t hesitate to contact me at dhockaday@lyon-county.org.

Sincerely,

________________________________
Dave Hockaday, Chair  
Lyon County Board of Commissioners
March 16, 2023

The Honorable Mark Amodei
U.S. House of Representatives
104 Cannon House Office Building
Washington, DC 20515

Re: Lyon County – Miller and Aiazzi Realignment – Letter of Support

Dear Congressman Amodei:

On Behalf of the Lyon County Board of Commissioners, please accept this letter of support for the Lyon County Road and Fleet Department’s request for Community Project Funding for the Miller and Aiazzi Realignment project.

Both Miller Road and Aiazzi Road are part of a connecting route between two sections of U.S. Alternate 95, the main route between Reno and Las Vegas. They are local roads that have become a part of the main route because GPS recognizes it as the fastest and shortest way between Nevada’s two major population centers. At the intersection of Miller and Aiazzi there is a 90 degree corner that has had 47 reported accidents since 2019, when most GPS Services started routing traffic on these roads.

Lyon County is requesting funding to rebuild the intersection of Miller and Aiazzi from a 90 degree turn to a sweeping curve, reducing the opportunity for accidents. The sweeping corner would make this intersection easier for drivers that are unfamiliar with the area to negotiate the turn.

Thank you for your consideration of this project. If you have any further questions please don’t hesitate to contact me at dhockaday@lyon-county.org.

Sincerely,

_______________________________________
Dave Hockaday, Chair
Lyon County Board of Commissioners
March 16, 2023

The Honorable Catherine Cortez Masto
United States Senate
520 Hart Senate Office Building
Washington, DC 20510

The Honorable Jacky Rosen
United States Senate
713 Hart Senate Office Building
Washington, DC 20510

Re: Lyon County – Miller and Aiazzi Realignment – Letter of Support

The Honorable Catherine Cortez Masto and the Honorable Jacky Rosen:

On Behalf of the Lyon County Board of Commissioners, please accept this letter of support for the Lyon County Road and Fleet Department’s request for Community Project Funding for the Miller and Aiazzi Realignment project.

Both Miller Road and Aiazzi Road are part of a connecting route between two sections of U.S. Alternate 95, the main route between Reno and Las Vegas. They are local roads that have become a part of the main route because GPS recognizes it as the fastest and shortest way between Nevada’s two major population centers. At the intersection of Miller and Aiazzi there is a 90 degree corner that has had 47 reported accidents since 2019, when most GPS Services started routing traffic on these roads.

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Thank you for your consideration of this project. If you have any further questions please don’t hesitate to contact me at dhockaday@lyon-county.org.

Sincerely,

______________________________
Dave Hockaday, Chair
Lyon County Board of Commissioners
March 16, 2023

The Honorable Catherine Cortez Masto
United States Senate
520 Hart Senate Office Building
Washington, DC 20510

The Honorable Jacky Rosen
United States Senate
713 Hart Senate Office Building
Washington, DC 20510

The Honorable Catherine Cortez Masto and the Honorable Jacky Rosen:

The Lyon County Board of Commissioners is excited to support Lyon County Human Service’s (LCHS) creation of a respite program for older adults and individuals with disabilities.

Lyon County’s population continues to grow and with a disproportionate amount of adults over the age of 55. More and more caregivers are requesting support services and there is a lack of providers in the area. Currently in-home care providers are only able to be reimbursed for respite when a patient is on hospice. Additionally, the state offers vouchers to aid with the cost of respite care; however, there is a significant workforce shortage in the Lyon County area due to lack of local providers and cost of travel. This leaves a huge gap for caregivers being able to obtain respite services.

Respite care is critical for keeping older adults and individuals with disabilities in their communities. The Lyon County Board of Commissioners believes that the proposed LCHS respite care program will be a highly utilized service and that LCHS would be successful in their implementation.

Thank you for this opportunity to express our support.

________________________________
Dave Hockaday, Chair
Lyon County Board of Commissioners
March 16, 2023

The Honorable Catherine Cortez Masto  
United States Senate  
520 Hart Senate Office Building  
Washington, DC 20510

The Honorable Jacky Rosen  
United States Senate  
713 Hart Senate Office Building  
Washington, DC 20510

The Honorable Catherine Cortez Masto and the Honorable Jacky Rosen:

The Lyon County Board of Commissioners is excited to support Lyon County Human Service's (LCHS) expansion to the Mobile Outreach Support Team (MOST) to include youth specific staffing and response.

Behavioral health crisis continues to be a top priority for Lyon County and having the capacity to dedicate a full time team to our youth could not be more important. Community partners continue to see an increase in youth exhibiting crisis behavior and our parents, schools, and community based partners have few resources to access immediately. The State of Nevada Mobile Crisis Response Team (MCRT) has been an excellent resource, however in rural areas such as Lyon this is limited to a telephonic response. Best practice shows a face-to-face response within one hour of the crisis to be the ideal modality to crisis services for youth.

The face-to-face response for youth is a necessary service that is currently lacking in Lyon County. The Lyon County Board of Commissioners believes that the proposed LCHS face-to-face youth crisis response will be a highly utilized service and is critical to keep youth out of emergency rooms and juvenile justice systems.

The Lyon County Board of Commissioners is the policy making body for LCHS and knows their ability to implement such a team, as seen through the implementation and near eight year existence of the adult Mobile Outreach Support Team (MOST).

Thank you for this opportunity to express our support.

________________________________

Dave Hockaday, Chair  
Lyon County Board of Commissioners
Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
20.a

Subject:
For Possible Action: Approve contract with Bid4Assets for five years for online county tax sale auction and allow the Clerk/Treasurer to sign the contract.

Summary:
Allow for online auction of tax sale properties to increase overall sales and ease of process, at no cost to Lyon County.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve contract with Bid4Assets for five years for online county tax sale auction and allow the Clerk/Treasurer to sign the contract.

ATTACHMENTS
- Bid4Assets Professional Services Agreement for Online Tax Sale
LYON COUNTY
Online Auction Services

Bid4Assets Professional Services Agreement

THIS Professional Services Agreement (hereinafter referred to as the “Agreement”), is made as of the _____ day of ____________, 2023 (the “Effective Date”) by and between BID4ASSETS, INC., a Maryland corporation, having an address of 8757 Georgia Avenue, Suite 520, Silver Spring, MD 20910 (hereinafter referred to as "Bid4Assets") and the COUNTY OF LYON, a political subdivision of the state of Nevada, having an address of 27 S. Main Street Yerington, NV 89447, (hereinafter referred to as “Treasurer”).

WITNESSETH:

WHEREAS, Treasurer desires Internet advertising and auction services of forfeited properties and desires to engage Bid4Assets to provide said services by reason of its qualification, experience and facilities for doing the type of work herein contemplated, and Bid4Assets has offered to provide the required services on the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and for other good and valuable consideration, the receipt and sufficiency of which Bid4Assets and Treasurer acknowledge, Bid4Assets and Treasurer agree as follows:

1. Services to be Rendered. A description of the services to be provided is contained in Exhibit A, attached hereto and incorporated by reference.

2. Exclusive Agreement to Sell. Treasurer hereby hires Bid4Assets to be the exclusive venue to facilitate the sale and transfer of forfeited real property assets (hereinafter referred to as the “Assets”, “Parcels” or “Properties”) of Treasurer listed on Bid4Assets online venue (the “Website” or “Site”). Treasurer warrants that the Treasurer is authorized to sell the Assets. Treasurer agrees that Bid4Assets services are provided solely in accordance with the terms of this Agreement and further agrees to be bound by the Bid4Assets Terms of Service as they appear on the Bid4Assets Website (www.Bid4Assets.com) on the Effective Date (the “Terms of Service”). This Agreement supersedes any conflicting stipulations outlined in the Terms of Service. Bid4Assets agrees to utilize its Site to facilitate the sale and transfer (the “Auction”) between Treasurer and the network of potential bidders who have registered to be bidders with Bid4Assets (the “Buyer” or the “Buyers”).

3. Time to Provide Asset Information. In order to effectively list the Assets for sale, Treasurer must provide documentation and due diligence information regarding the Assets (the “Information”) by ten (10) business days prior to the date the Assets are to be posted on the Bid4Assets Site. This delivery date is hereafter referred to as the “Information Delivery Date”. Additional time to post Assets may be required by Bid4Assets when five hundred (500) or more Assets are submitted for posting simultaneously. The information (the “Information”) to be posted should include:

   o Description of each asset or lot of items to be sold, including APN/ATN
number, tax rate and area, street address (where applicable), among other data
- Pictures of the assets, if available
- Any special features of Asset
- Terms of sale
- Other information that can assist the bidders in making an informed purchase decision.
- If applicable, minimum prices for each asset or lot of items.

4. **Auction Date; Term of Agreement.** Provided that the Information is delivered to Bid4Assets by the Information Delivery Date, the Auction shall be listed and advertised in a Preview Period prior to the start of the Auction. The Auction will continue for a period of one (1) to five (5) days after commencement of the Auction. The Auction may be reopened and closed beyond the original Auction, and within forty-five (45) days of the original Auction, if any parcels that are bid on fail to settle with a cash payment. This Agreement shall be effective until **December 31, 2028**, unless sooner terminated as hereinafter.

5. **Marketing of the Assets.** Bid4Assets will provide standard marketing services of direct email notification to users in our buyer base interested in asset similar to the Treasurer’s, and placement of the Asset offerings in the applicable asset channel page of the Bid4Assets Website. Additional marketing may include newspaper advertising in local publications and press releases to local and national media outlets. Bid4Assets is required to obtain prior approval from Treasurer of all press releases. Treasurer will post notices of sale as required by law for Nevada forfeited land sales and may post sale notices on properties to be sold.

6. **Service Fees.** Bid4Assets shall be entitled to collect fees for auction services in accordance with this Agreement as specified in **Exhibit B.** No payment shall be made to Bid4Assets except as set forth in this agreement. **AT ALL TIMES INTERESTED PARTIES MAY VIEW ACTIVE AUCTIONS ON THE BID4ASSETS WEBSITE AT NO COST FROM BID4ASSETS.**

7. **Additional Financial Services:** Treasurer agrees to have Bid4Assets supply pre-bid deposit and payment processing services, as set forth in **Exhibit B.**

8. **Termination.** The Treasurer or Bid4Assets may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective ninety (90) days after personal delivery, or one-hundred (100) days after mailing by U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event either Bid4Assets or Treasurer terminates this Agreement, Bid4Assets shall submit to the Treasurer all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within forty-five (45) days after the effective day of any written Notice of Termination. Paragraph 6, and the obligation to pay for services rendered by Bid4Assets, Inc., shall survive any termination of this Agreement.
9. **Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

   **Personal delivery:** When personally delivered to the recipient, notices are effective on delivery.

   **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

   **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

   **Overnight Delivery:** When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

   **Electronic Notification:** When delivered by email and the proper recipient (as provided below) acknowledges acceptance of the notice by return email to the sender.

A party may change the address to which notice is to be given by giving notice as provided above.

**To County:** Lyon County Treasurer  
   Attn: Treasurer  
   27 S. Main Street  
   Yerington, NV 89447  
   slindberg@lyon-county.org

**To Bid4Assets:** Bid4Assets, Inc.  
   Attn: Jesse Loomis  
   8757 Georgia Avenue, Ste. 520  
   Silver Spring, MD 20910  
   jloomis@bid4assets.com

10. **Authority to Bind County.** It is understood that Bid4Assets, in its performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind the Treasurer to any agreements or undertakings.

11. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

12. **Confidentiality.** Bid4Assets shall not, without the written consent of the Treasurer, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of
law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. **Audit, Inspection and Retention of Records.** Bid4Assets agrees to maintain and make available to Treasurer accurate books and records relative to all its activities under this Agreement. Bid4Assets shall permit Treasurer to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Bid4Assets shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. Bid4Assets will provide copies of any above stated records as requested by the Treasurer. The State of Nevada and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Treasurer herein.

14. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

15. **General Terms.**

   a. This Agreement comprises the entire agreement between Treasurer and Bid4Assets, Inc. and supersedes all prior agreements between the parties, regarding the subject matter contained herein.

   b. This Agreement shall be governed in all respects by the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding arising out of this agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in the state of Nevada.

16. **Assignment, Delegation, and Subcontracting.** Bid4Assets shall perform the terms of this agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. The obligations and duties of Bid4Assets under this agreement shall not be assigned, delegated or subcontracted to any other person or entity without the prior express written consent of the Treasurer.

17. **Compliance with Laws.** Bid4Assets shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

18. **Hold Harmless and Indemnification.** Bid4Assets shall hold harmless, indemnify and defend the Treasurer from and against any and all claims, actions, suits, liability, losses, expenses, damages and judgments of any nature whatsoever, including costs and attorney fees in defense thereof, for injury or damage to persons or to property or business, caused by or arising out of Bid4Assets’ acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by Bid4Assets or its subcontractor(s) infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice PROVIDED
HOWEVER, that Bid4Assets' obligations hereunder shall not extend to injury or damage caused by or arising out of the sole negligence of the Treasurer, its officers, officials, employees or agents. In the event of the concurrent negligence of the parties, the Bid4Assets' obligations hereunder shall apply only to the percentage of fault attributable to it, its employees, agents or subcontractors. This section shall supersede and replace any conflicting provisions of this Agreement, including but not limited to the “Terms of Service” sections “Nature of Bid4Assets Responsibilities” (Section 4.5), “Limitations of Liability” (Section 5.2) and “Release and Indemnification” (Section 5.6).

IN WITNESS WHEREOF, each party has entered into this Agreement effective as of the Effective Date for itself, its employees, officers, partners and successors, to be fully bound by all terms and condition of this Agreement.

Bid4Assets

Dated: _______________

Bid4Assets, Inc.

By: ___________________
Jesse D. Loomis, President & GM
Federal Tax I.D. No. 52-2154558

Treasurer

Dated: _______________

APPROVED:

Lyon County Treasurer

_________________________
Staci Lindberg
Treasurer
Exhibit A
Scope of Work

Website Advertising and Auction Services for Tax-Foreclosed Properties:
Bid4Assets to provide Website services on the Bid4Assets’ Website for Treasurer to advertise and auction properties. Website services will include organizing, posting, hosting, and servicing advertised properties (including pictures of the properties when available) and due diligence information. These advertised properties will be auctioned on the Website at the direction of the Treasurer. For the duration of each auction, advertising on the Website will be available to the public twenty-four hours per day, seven days per week (“24/7”). The Treasurer will have the opportunity to remove parcels from an auction prior to bid opening.

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Bid4Assets will structure the Website in a manner that permits the Treasurer to reject a bid for properties for any reason whatsoever.

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Bid4Assets will structure the Website in a manner that permits the Treasurer to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever, subject to the terms outlined in the Professional Services Agreement.
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Bid4Assets will notify successful bidders, at the direction of the Treasurer, immediately after the auction.

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Treasurer will provide Bid4Assets data as requested in a bulk asset upload form (Excel spreadsheet) provided by Bid4Assets. Treasurer will provide this data at least two weeks prior to the beginning of the Treasurer’s Preview period, during which interested bidders may examine the property listings and due diligence online. In addition, where applicable, the Treasurer will provide photos in any standardized format no larger than 900W x 900H pixel format, and maps in .PDF, .tif or in .jpeg individually no larger than 1MB each.

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Exhibit B
Bid4Assets Service Fees

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<td>Type</td>
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<td>BidDeposit Per Storefront</td>
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<tr>
<td>Payment Processing</td>
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## Bid4Assets
### OFFLINE BID FORM – COUNTY NAME
(Please Print)

<table>
<thead>
<tr>
<th>Directions for Completing Offline Bid Form:</th>
<th>Fax Must Be Sent To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Review this Offline Bid Form and the separate documents: Bid4Assets Terms of Service and Additional Seller Terms of Sale.</td>
<td></td>
</tr>
<tr>
<td>2. Fill out completely and sign the Offline Bid Form.</td>
<td></td>
</tr>
<tr>
<td>3. Fax the Offline Bid Form to the specified number before the deadline.</td>
<td></td>
</tr>
<tr>
<td>By</td>
<td>301-650-7475</td>
</tr>
<tr>
<td>DATE DUE</td>
<td>11:00 AM ET (8:00 AM PT)</td>
</tr>
</tbody>
</table>

### AUCTION INFORMATION

| Auction ID #: | Auction Title: |

### MY CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Last Name:</th>
<th>First:</th>
<th>Middle:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Phone:</td>
<td>( )</td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
<td>ZIP Code:</td>
</tr>
<tr>
<td>Email Address:</td>
<td>Fax:</td>
<td>( )</td>
</tr>
</tbody>
</table>

Username: Password:

(Please select a username and password for use in registering you with Bid4Assets. If the username is currently in use, we will add the last four (4) to seven (7) digits of your phone number to the end of the username.)

A single $1000 deposit (plus a $35 NON-REFUNDABLE processing fee) is required to participate in the ter County auction.
YOU CAN *NOT* BID IF YOUR DEPOSIT IS NOT RECEIVED BY BID4ASSETS NO LATER THAN 4:00 PM ET (1:00 PM PT) DUE DATE

Enter my Proxy Bid Maximum of: $________________________

My bid Amount Above is a Proxy Bid. This is the maximum amount I am willing to pay. By submitting this Offline Bid form, I authorize Bid4Assets to place a bid on my behalf $100 above any competing bid, up to, but not exceeding this Proxy Bid amount. (Your bids will automatically increase as other bidders participate, up to your maximum amount.). I also understand that this bid will be placed during Bid4Assets' standard business hours and that it will be entered into the system in a first come, first served basis, I understand that Bid4Assets will make all reasonable efforts to enter my bids into the system as soon as possible upon receiving them but that online bids may come into the system in the meantime and that I should bid accordingly.

Seller Terms and Conditions for this Auction are located on a separate document – READ IT BEFORE BIDDING!

Agreement:
Your Bid is a Contract. If you are the winning bidder, you enter into a legally binding contract to purchase this asset from the seller. This bid cannot be cancelled once submitted. Please review the Bid4Assets Terms of Service Agreement, as well as the Additional Terms of Sale, for more information.
The Seller reserves the right to reject any and all bids received. Winning bidders will be notified by email within 24 hours from the close of the auction. Bid4Assets will attempt to contact those winning bidders who do not provide an email address by phone within 24 hours, however, it is strongly suggested that these bidders contact Customer Service at 1.877.427.7387 to ensure prompt completion of all additional requirements for the sale.

By signing here, you agree that all of the information you are providing is complete and accurate and you agree to the Bid4Assets Terms of Service Agreement as well as the Additional Terms of Sale provided by the Seller for this Auction.

______________________________  ____________________
Signature  Date
LYON COUNTY
Online Auction Services

Bid4Assets Professional Services Agreement

THIS Professional Services Agreement (hereinafter referred to as the “Agreement”),
is made as of the____ day of ___________, 2023 (the “Effective Date”) by and between
BID4ASSETS, INC., a Maryland corporation, having an address of 8757 Georgia Avenue,
Suite 520, Silver Spring, MD 20910 (hereinafter referred to as "Bid4Assets") and the
COUNTY OF LYON, a political subdivision of the state of Nevada, having an address of 27
S. Main Street Yerington, NV 89447, (hereinafter referred to as “Treasurer”).

W I T N E S S E T H:

WHEREAS, Treasurer desires Internet advertising and auction services of forfeited
properties and desires to engage Bid4Assets to provide said services by reason of its
qualification, experience and facilities for doing the type of work herein contemplated, and
Bid4Assets has offered to provide the required services on the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and for other good
and valuable consideration, the receipt and sufficiency of which Bid4Assets and Treasurer
acknowledge, Bid4Assets and Treasurer agree as follows:

1. Services to be Rendered. A description of the services to be provided is contained in
Exhibit A, attached hereto and incorporated by reference.

2. Exclusive Agreement to Sell. Treasurer hereby hires Bid4Assets to be the exclusive
venue to facilitate the sale and transfer of forfeited real property assets (hereinafter referred
to as the “Assets”, “Parcels” or “Properties”) of Treasurer listed on Bid4Assets online venue
(the “Website” or “Site”). Treasurer warrants that the Treasurer is authorized to sell the
Assets. Treasurer agrees that Bid4Assets services are provided solely in accordance with the
terms of this Agreement and further agrees to be bound by the Bid4Assets Terms of Service
as they appear on the Bid4Assets Website (www.Bid4Assets.com) on the Effective Date (the
“Terms of Service). This Agreement supersedes any conflicting stipulations outlined in the
Terms of Service. Bid4Assets agrees to utilize its Site to facilitate the sale and transfer (the
“Auction”) between Treasurer and the network of potential bidders who have registered to be
bidders with Bid4Assets (the “Buyer” or the “Buyers”).

3. Time to Provide Asset Information. In order to effectively list the Assets for sale,
Treasurer must provide documentation and due diligence information regarding the Assets
(the “Information”) by ten (10) business days prior to the date the Assets are to be posted on
the Bid4Assets Site. This delivery date is hereafter referred to as the “Information Delivery
Date”. Additional time to post Assets may be required by Bid4Assets when five hundred
(500) or more Assets are submitted for posting simultaneously. The information (the
“Information”) to be posted should include:

○ Description of each asset or lot of items to be sold, including APN/ATN
number, tax rate and area, street address (where applicable), among other data

- Pictures of the assets, if available
- Any special features of Asset
- Terms of sale
- Other information that can assist the bidders in making an informed purchase decision.
- If applicable, minimum prices for each asset or lot of items.

4. **Auction Date; Term of Agreement.** Provided that the Information is delivered to Bid4Assets by the Information Delivery Date, the Auction shall be listed and advertised in a Preview Period prior to the start of the Auction. The Auction will continue for a period of one (1) to five (5) days after commencement of the Auction. The Auction may be reopened and closed beyond the original Auction, and within forty-five (45) days of the original Auction, if any parcels that are bid on fail to settle with a cash payment. This Agreement shall become effective as of the date of signature of the last party to sign and shall continue for a period of 1 year. Thereafter, the Agreement shall renew automatically for successive periods of 1 year until terminated as provided for in paragraph 8.

5. **Marketing of the Assets.** Bid4Assets will provide standard marketing services of direct email notification to users in our buyer base interested in assets similar to the Treasurer’s, and placement of the Asset offerings in the applicable asset channel page of the Bid4Assets Website. Additional marketing may include newspaper advertising in local publications and press releases to local and national media outlets. Bid4Assets is required to obtain prior approval from Treasurer of all press releases. Treasurer will post notices of sale as required by law for Nevada forfeited land sales and may post sale notices on properties to be sold.

6. **Service Fees.** Bid4Assets shall be entitled to collect fees for auction services in accordance with this Agreement as specified in Exhibit B. No payment shall be made to Bid4Assets except as set forth in this agreement. AT ALL TIMES INTERESTED PARTIES MAY VIEW ACTIVE AUCTIONS ON THE BID4ASSETS WEBSITE AT NO COST FROM BID4ASSETS.

7. **Additional Financial Services:** Treasurer agrees to have Bid4Assets supply pre-bid deposit and payment processing services, as set forth in Exhibit B.

8. **Termination.** The Treasurer or Bid4Assets may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective ninety (90) days after personal delivery, or one-hundred (100) days after mailing by U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event either Bid4Assets or Treasurer terminates this Agreement, Bid4Assets shall submit to the Treasurer all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within forty-five (45) days after the effective day of any written Notice of Termination. Paragraph 6, and the obligation to pay for services rendered by Bid4Assets, Inc., shall survive any termination of this Agreement.
9. **Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

   Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

   First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

   Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

   Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender’s account, notice is effective on delivery, if delivery is confirmed by the delivery service.

   Electronic Notification: When delivered by email and the proper recipient (as provided below) acknowledges acceptance of the notice by return email to the sender.

   A party may change the address to which notice is to be given by giving notice as provided above.

   To County: Lyon County Treasurer
   Attn: Treasurer
   27 S. Main Street
   Yerington, NV 89447
   slindberg@lyon-county.org

   To Bid4Assets: Bid4Assets, Inc.
   Attn: Jesse Loomis
   8757 Georgia Avenue, Ste. 520
   Silver Spring, MD 20910
   jloomis@bid4assets.com

10. **Authority to Bind County.** It is understood that Bid4Assets, in its performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind the Treasurer to any agreements or undertakings.

11. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

12. **Confidentiality.** Bid4Assets shall not, without the written consent of the Treasurer, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information,
unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. **Audit, Inspection and Retention of Records.** Bid4Assets agrees to maintain and make available to Treasurer accurate books and records relative to all its activities under this Agreement. Bid4Assets shall permit Treasurer to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Bid4Assets shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. Bid4Assets will provide copies of any above stated records as requested by the Treasurer. The State of Nevada and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Treasurer herein.

14. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

15. **General Terms.**
   a. This Agreement comprises the entire agreement between Treasurer and Bid4Assets, Inc. and supersedes all prior agreements between the parties, regarding the subject matter contained herein.
   b. This Agreement shall be governed in all respects by the laws of the State of Nevada. Any action at law, suit in equity or judicial proceeding arising out of this agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in the state of Nevada.

16. **Assignment, Delegation, and Subcontracting.** Bid4Assets shall perform the terms of this agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. The obligations and duties of Bid4Assets under this agreement shall not be assigned, delegated or subcontracted to any other person or entity without the prior express written consent of the Treasurer.

17. **Compliance with Laws.** Bid4Assets shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

18. **Hold Harmless and Indemnification.** Bid4Assets shall hold harmless, indemnify and defend the Treasurer from and against any and all claims, actions, suits, liability, losses, expenses, damages and judgments of any nature whatsoever, including costs and attorney fees in defense thereof, for injury or damage to persons or to property or business, caused by or arising out of Bid4Assets’ acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Agreement. Claims shall include, but not be limited to, assertions that information supplied or used by Bid4Assets or its subcontractor(s) infringes any patent,
copyright, trademark, trade name, or otherwise results in an unfair trade practice PROVIDED HOWEVER, that Bid4Assets’ obligations hereunder shall not extend to injury or damage caused by or arising out of the sole negligence of the Treasurer, its officers, officials, employees or agents. In the event of the concurrent negligence of the parties, the Bid4Assets’ obligations hereunder shall apply only to the percentage of fault attributable to it, its employees, agents or subcontractors. This section shall supersede and replace any conflicting provisions of this Agreement, including but not limited to the “Terms of Service” sections “Nature of Bid4Assets Responsibilities” (Section 4.5), “Limitations of Liability” (Section 5.2) and “Release and Indemnification” (Section 5.6).

IN WITNESS WHEREOF, each party has entered into this Agreement effective as of the Effective Date for itself, its employees, officers, partners and successors, to be fully bound by all terms and condition of this Agreement.

Bid4Assets

Bid4Assets, Inc.

Dated: ______________    By: ________________________________
Jesse D. Loomis, President & GM
Federal Tax I.D. No. 52-2154558

Treasurer

Dated: ______________    APPROVED:

Lyon County Treasurer

___________________________________
Staci Lindberg
Treasurer
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Lyon County Board of County Commissioners Agenda Summary

Meeting Date: March 16, 2023

Agenda Item Number:
21.a

Subject:
For Possible Action: Approve the addition of one new classification to the Deputy District Attorney classification series, and amend the compensation plan by adjusting the salary ranges for classifications within this series.

Summary:
For the past few years regional demand for attorneys has exceeded supply. This has created challenges for employers seeking attorneys, especially in rural jurisdictions. The attorney talent pool resides mostly in Reno, Carson City, and Minden/Gardnerville. Because of the abundant employment opportunities for attorneys in these communities that are equally or more lucrative and offer a shorter commute, recruitment and retention in Lyon County has been difficult.

The attached changes to the classification/compensation plan serve to better position us to compete for attorney talent. The changes are twofold. First, we propose adding a Deputy DA II classification to the Deputy DA classification series. This will enable attorneys who make it to their third year of service with Lyon County to promote to Deputy DA II, and attorneys then will have another opportunity to promote to Sr. Deputy DA at 5 years of service. Second, we propose increasing the pay ranges for the Sr. Deputy DA and Chief Deputy DA classifications to keep the compensation highly competitive relative to neighboring jurisdictions, increasing our likelihood of holding onto experienced litigators and leaders.

The fiscal impact associated with these changes would be a approximately an additional $9,000 in salary and PERS contributions for the remainder of the current fiscal year.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve attached changes.

ATTACHMENTS
  • DDA Classification and Compensation Changes
PROPOSED CHANGES TO CLASSIFICATION LIST:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy District Attorney I</td>
<td>L2</td>
</tr>
<tr>
<td>Deputy District Attorney II</td>
<td>L3</td>
</tr>
<tr>
<td>Senior Deputy District Attorney</td>
<td>L3L4</td>
</tr>
<tr>
<td>Chief Deputy District Attorney</td>
<td>L4L5</td>
</tr>
</tbody>
</table>

PROPOSED CHANGES COMPENSATION SCHEDULE (FY 2022-2023):

<table>
<thead>
<tr>
<th>Pay Grade</th>
<th>Employer Paid</th>
<th>Employee/Employer Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Min.</td>
<td>Max.</td>
</tr>
<tr>
<td>L2</td>
<td>$85,000.00</td>
<td>$115,000.00</td>
</tr>
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<td>$95,000.00</td>
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<td>$170,000.00</td>
</tr>
</tbody>
</table>

ENVISIONED EXPERIENCE REQUIREMENTS*:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy District Attorney I</td>
<td>--</td>
</tr>
<tr>
<td>Deputy District Attorney II</td>
<td>3 years equivalent to DDA I</td>
</tr>
<tr>
<td>Senior Deputy District Attorney</td>
<td>3 years equivalent to DDA I and 2 years</td>
</tr>
<tr>
<td></td>
<td>equivalent to DDA II (5 years total)</td>
</tr>
<tr>
<td>Chief Deputy District Attorney</td>
<td>--</td>
</tr>
</tbody>
</table>

*Subject to change at management’s discretion.