LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, APRIL 03, 2025
9:00 AM
LYON COUNTY ADMINISTRATIVE COMPLEX
27 S. MAIN STREET
YERINGTON, NV 89447

Join Zoom Meeting:
https://us02web.zoom.us/j/83368686463?pwd=ZlVGaWFOT3pGUjJPWWV0VmZRQ0N5dz09
Meeting ID: 833 6868 6463 / Passcode: 896135
Mobile: 1-253-215-8782 / 1-346-248-7799

County Commission meetings are open to the public and may be attended in person or via virtual Zoom, if available. Virtual public comment may be given if you are attending the virtual Zoom meeting 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 be mailed to the Lyon County Manager's Office at 27 S. Main Street, Yerington, Nevada 89447, or emailed to countyclerks@lyon-county.org, be sure to type, PUBLIC COMMENT in the subject line. Comments must be received the day prior to the date of the meeting by 4:00 P.M. for the comments to be included in the meeting. Any written public comments received after the aforementioned time will be compiled and added as supplemental materials to the County's website and distributed to the Board of Commissioners within 24 hours after the meeting.

AGENDA

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

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

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

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

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

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

1. Roll Call

2. Invocation - *given by Mitch Forster of New Hope Bible Fellowship*

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 Only: Presentation on Child Abuse Prevention month.
- Presentation

7. Commissioners/County Manager reports

8. Elected Official's reports

8.a. For Report Only: Walker River Justice Court Semi Annual Report
- Walker River Justice Court Book Summary
- MAS Collection Report 02.01.2025

9. Appointed Official's reports

10. Advisory Board reports

11. 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.*

11.a. For Possible Action: Review and accept claims and financial reports.
- Claims Report 3-1-25 to 3-15-25
- Cash Report 3-15-25

11.b. For Possible Action: Review and accept travel claims.
- Travel Report 3-1-25 to 3-15-25

11.c. For Possible Action: Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.
- Unsecured Factual Corrections

11.d. For Possible Action: Approve the March 20, 2025 minutes.
- March 20, 2025 Minutes

11.e. For Possible Action: Accept the "Joining Forces Premium Program Opportunity" grant in the amount of $5,000 from The State of Nevada Department of Public Safety Office of Traffic Safety.
- Joining Forces 5k Grant

11.f. For Possible Action: Accept grant award amendment to adjust the project funding allocations to the FY25 Emergency Services Grant (ESG) award from the Nevada Department of Business and Industry Housing Division.
- FY25 Emergency Solution Grant Agreement (1st Amendment)

11.g. For Possible Action: Approve State Engineer's budget for the supervision of Lyon County's Groundwater Basins for the Fiscal Year July 1, 2025 to June 30, 2026.
- Groundwater Basin Assessment FY25-26

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

12. Advisory Board

12.a. For Possible Action: Appoint up to one member to the Smith Valley Advisory Board with a term expiring December 31, 2026.
- Rusty Williams, Application

12.b. For Possible Action: Appoint up to one member to the Silver City Advisory Board with a term expiring December 31, 2026.
- April Van Wyke Application

12.c. For Possible Action: Appoint up to one member to the Central Lyon Parks & Recreation Board with a term expiring December 31, 2026.
- Shannon Guest Application

13. Facilities

13.a. For Possible Action: Approve a roof replacement for the old Courthouse in Yerington in the amount of $100,000, to be funded by a budget transfer from the General Fund contingency.

13.b. For Possible Action: Approve a contract with Design Workshop, Inc. to develop a master plan for the Mark Twain Park in the amount of $22,100 with funding to come from a budget transfer from the General Fund contingency.

- Design Workshop Mark Twain Park MP Proposal
- Wilson Engineers Mark Twain Park MP Proposal

14. Sheriff

14.a. For Possible Action: Approve the purchase of patrol rifles and equipment for the Sheriff's Office in the amount of $11,089.88 from Franklin Armory to be funded from a budget transfer from the General Fund contingency.
- Franklin Armory Estimate 25

14.b. For Possible Action: Approve master agreement with AT&T NG9-1-1 PSAP Solutions for renewal of Lyon County Sheriff's Office VESTA telephone system for Dispatch.
- Lyon Co 2025 ATT NG911 Hosted PSAP Renewal Pricing Schedule 13MAR2025
- Master Agreement Lyon County 13MAR2025

14.c. For Possible Action: Approve the purchase of hardware, support, and software licensing for a Sheriff Records scanning project in the amount of $22,645, with funding to come from a budget transfer from the General Fund contingency.
- Sheriff Records Scanning Quote

15. Human Services

15.a. For Possible Action: Approve a contract between Lyon County and Pacific Behavioral Health in an amount not to exceed $46,800 to provide Behavioral Health Clinician services with the Trauma Focused Therapy (TFT) and Lyon County Resilient Families (LCRF) programs.
- FY25 Trauma Focused Therapy contract with Pacific Behavioral Health

16. Public Hearing on Planning Items

16.a. For Possible Action: To approve the request from BBCJ Investors, LLC for a Zoning Map Amendment to amend the Zoning Map designation from the Title 10 district of RR-5 (Fifth Rural Residential District - 20 Acres) to the Title 15 district of LI-S (Light Industrial - Suburban), located at 135 Evans Avenue in Dayton for a parcel totaling approximately 162 acres (APN 016-381-04); PLZ-2025-001.
- Staff Report
- Backup

16.b. For Possible Action: To approve a request for abandonment of two 60-foot wide access easements as granted on Land Maps 172779, 441269, and 677736, situated on Assessor’s Parcel Numbers (APN’s) 016-401-97 and 016-406-20, located within the Traditions Commercial Subdivision in Dayton (PLZ-2025-013).
- Staff Report
- Backup

17. Community Development

17.a. For Possible Action: Approve the Master Services Agreement (MSA) between DOWL and Lyon County for development-related services, including County Engineer, County Surveyor, Floodplain Management, and Inspection Services.

17.b. For Possible Action: Approve the selection of an engineering firm for the Professional Services

Agreement (PSA) related to engineering services for the Silver Springs Airport (SPZ) and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

- Staff Report
- Silver Springs Airport (SPZ) - Engineering RFQ Advertisement
- Silver Springs Airport (SPZ) - Engineering RFQ
- Eastern Sierra Engineering - SOQ
- Lochner - SOQ

17.c. For Possible Action: Approve the selection of a planning firm for the Professional Services Agreement (PSA) related to planning services for the Silver Springs Airport and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

- Staff Report
- Lochner - SOQ
- RFQ2025-01 - Silver Springs Airport Planning Services
- RFQ2025-01 - Silver Springs Airports Planning Services Advertisement

17.d. For Possible Action: Approve Task Order "G" as an addendum to the Airport Improvement Plan (AIP) Project Number 3-32-0023-023-2023 for the Rehabilitation of Taxiway "A" located at the Silver Springs Airport in an amount not to exceed $23,790, with a County match of $1,190.

- AIP - 3-32-0023-023-2023 - ORIGINAL
- AIP - 3-32-0023-023-2023 - Addendum - Task Order G

18. County Manager

18.a. For Possible Action: Approve the adoption of a Lyon County Lobbying Policy and the associated 2025 Legislative Principles for the 83rd Session of the Nevada Legislature.

- Lyon County Employee Lobbying Policy
- 2025 Legislative Principles Final

18.b. For Possible Action: Approval to use the concrete retaining wall in the Silver City Park for a community mural.

- Silver City Mural Project Description
- Silver City Mural Presentation

19. Other

19.a. For Possible Action: Review and provide direction to the County Manager on whether to draft and bring forward a resolution requesting the creation of a Commercial Property Assessed Clean Energy (C-PACE) program to provide the means of financing one or more energy efficiency improvement projects, renewable energy projects, water efficiency improvement projects or resiliency projects for qualifying commercial or industrial real property. (Requested by Brent Lovett)

- CPACE Resolution
- Agenda Item Request

20. Agenda Requests

21. Commissioner Comments

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

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

24. Adjourn

Pursuant to NRS 241.020, the agenda has been posted at the following locations: Lyon County Administrative Complex (27 S. Main Street, Yerington, NV), the Lyon County Website: https://www.lyon-county.org, and the State Website: https://notice.nv.gov. Supporting documentation for the items on the agenda is available to members of the public at the County Manager's Office (27 S. Main Street, Yerington, NV), by phone (775)463-6531, or by email requests to countyclerks@lyon-county.org.

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

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

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

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

Lyon County is an equal opportunity provider.

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
6.a

Subject:
Time Certain at 9:00 AM: For Presentation Only: Presentation on Child Abuse Prevention month.

Summary:
Presentation by Lyon County Human Services regarding child abuse prevention efforts in Lyon County.

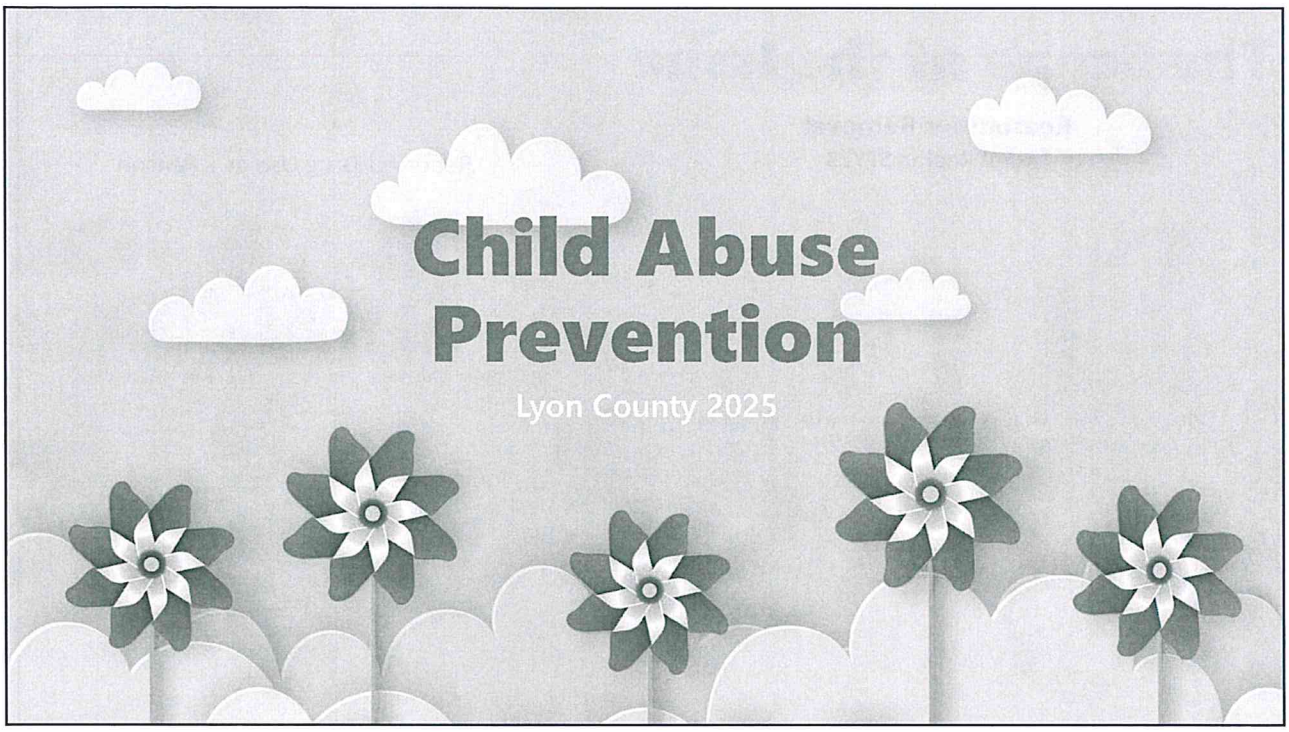
Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

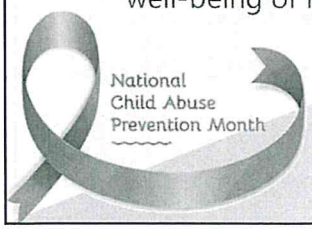
Recommendation:
Presentation on Child Abuse Prevention month

ATTACHMENTS
- Presentation

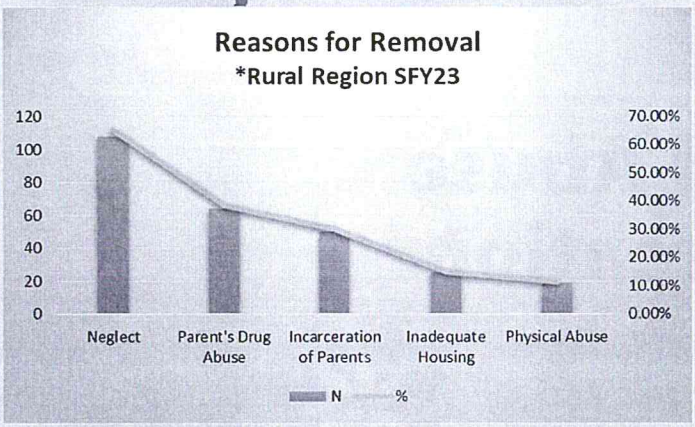


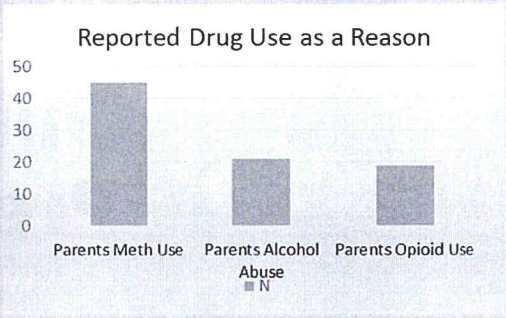
Nationally, April has been recognized as Child Abuse Prevention Month

- During April, public and private agencies, community organizations, volunteers and concerned citizens unite to highlight the problem of child abuse and to educate the public in methods of prevention.
- Child abuse is a community concern.
- No one profession or single agency alone can strengthen and support families and therefore protect children from harm.
- Requires a community effort to work together to protect children and support the well-being of families.



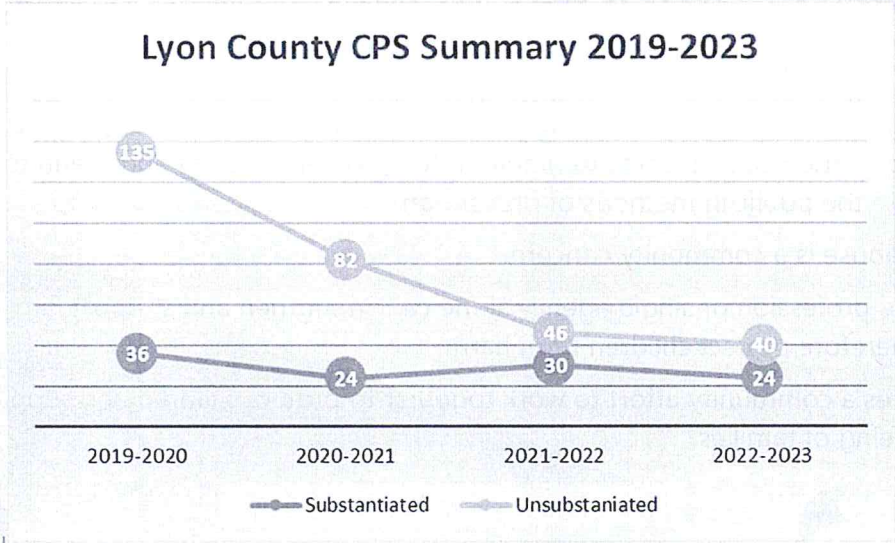
The Scope of the Issue



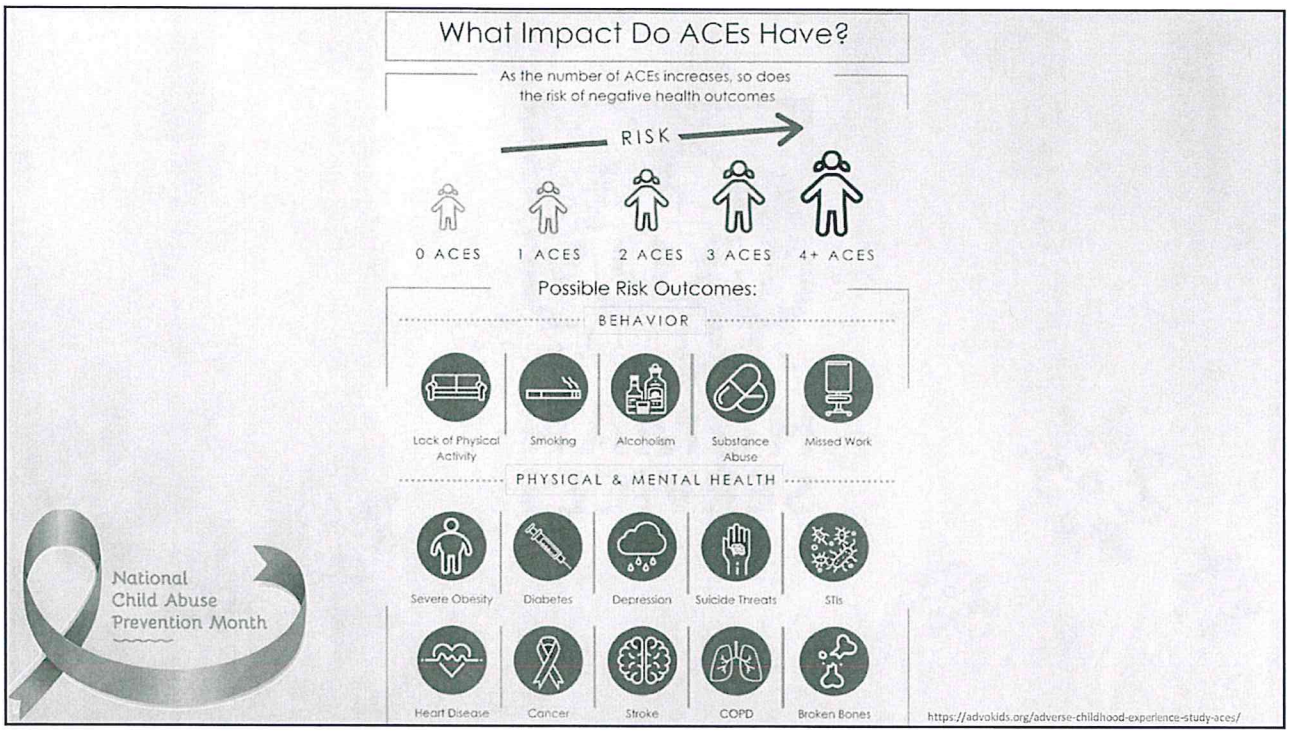


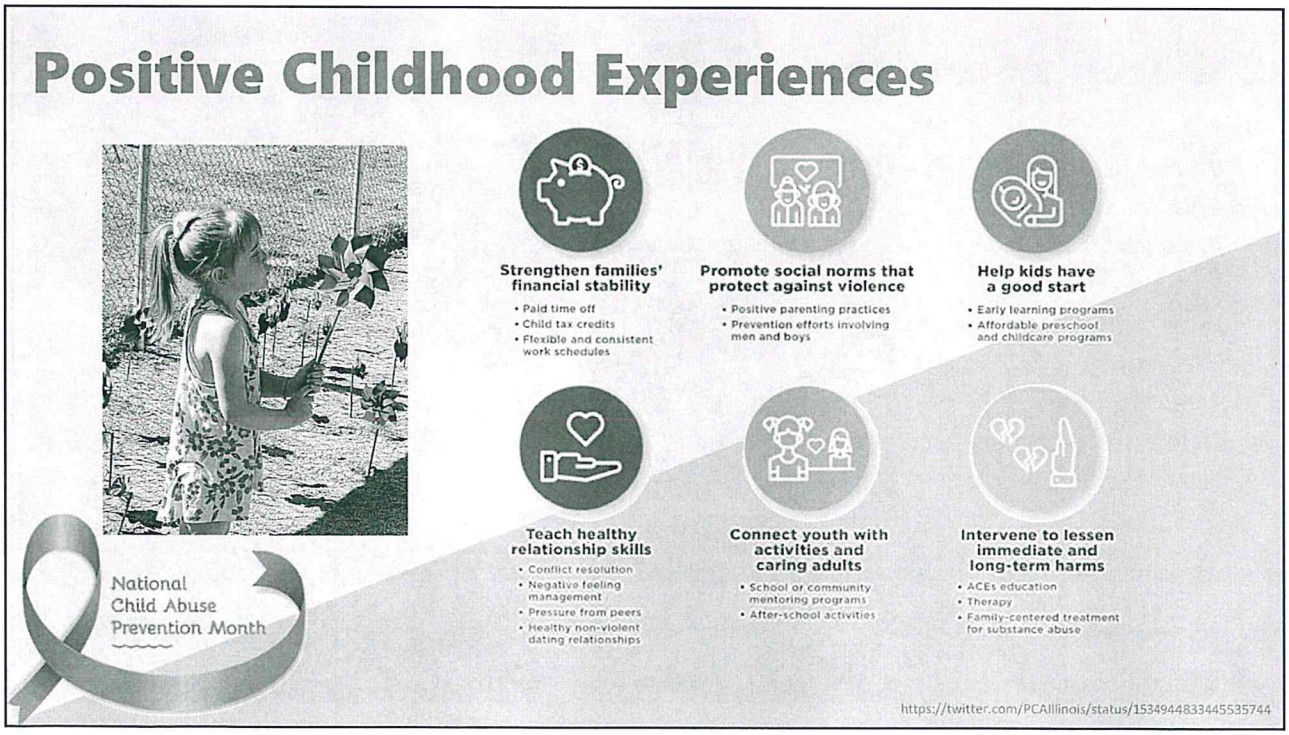
National Child Abuse Prevention Month

https://dcfs.nv.gov/uploadedFiles/dcfsnvgov/content/Programs/Data/DCFS_Data_Book_ADA_for_SFY2024Q2_final.pdf



National Child Abuse Prevention Month


What Impact Do ACEs Have?
As the number of ACEs increases, so does the risk of negative health outcomes
RISK
0 ACES
1 ACES
2 ACES
3 ACES
4+ ACES
Possible Risk Outcomes:
BEHAVIOR
Lack of Physical Activity
Smoking
Alcoholism
Substance Abuse
Missed Work
PHYSICAL & MENTAL HEALTH
Severe Obesity
Diabetes
Depression
Suicide Threats
STIs
Heart Disease
Cancer
Stroke
COPD
Broken Bones
National Child Abuse Prevention Month
https://advokids.org/adverse-childhood-experience-study-aces/


Positive Childhood Experiences
National Child Abuse Prevention Month
Strengthen families' financial stability
• Paid time off
• Child tax credits
• Flexible and consistent work schedules
Promote social norms that protect against violence
• Positive parenting practices
• Prevention efforts involving men and boys
Help kids have a good start
• Early learning programs
• Affordable preschool and childcare programs
Teach healthy relationship skills
• Conflict resolution
• Negative feeling management
• Pressure from peers
• Healthy non-violent dating relationships
Connect youth with activities and caring adults
• School or community mentoring programs
• After-school activities
Intervene to lessen immediate and long-term harms
• ACEs education
• Therapy
• Family-centered treatment for substance abuse
https://twitter.com/PCAIllinois/status/1534944833445535744

1861

LYON COUNTY

HUMAN SERVICES

Children's Services

1861 LYON COUNTY HUMAN SERVICES CHILDREN'S SERVICES

Prevention:

- Women, Infant, and Children (WIC)
- Cribs for Kids
- Car seats
- Parenting Classes
- Lyon County Home Visiting

Intervention

- Parent Project
- Differential Response
- Family Support Program









National Child Abuse Prevention Month

Children's Services

Home Visiting Program



National Child Abuse Prevention Month

Behavioral Health Services

Intervention

- Lyon County Resilient Families
- Trauma Informed Cognitive Behavioral Health Therapy
- C3 (Crisis, Community, Connection) Youth Mobile Crisis Team
- Child and Adolescent Service Intensity Instrument (CASII), Children's Universal Mental Health Assessment (CUMHA), ASAM Level of Care Assessments
- Determine Medical Necessity to build Service Plan with youth and family
- Service connections



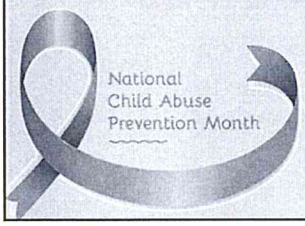
National Child Abuse Prevention Month

Nevada Department of Health and Human Services

DIVISION OF CHILD AND FAMILY SERVICES

Focus:



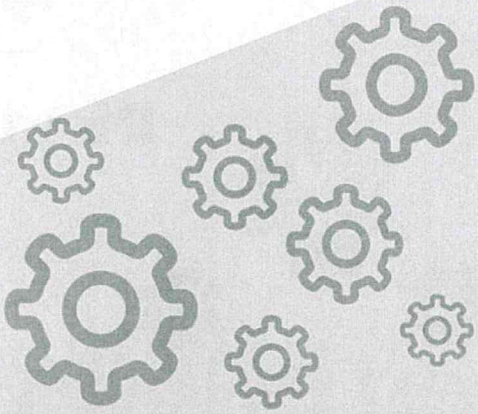


- Child Protective Services (CPS) is the first step to ensure the safety and permanency of children who are reported as being abused or neglected.
- The focus of CPS is on protecting the child from harm or risk of harm and to make it safe for the child to live with the parent or caretaker.
- 18 years and younger
- Defined by statute
  - mental injury
  - physical injury
  - sexual abuse and exploitation
  - negligent treatment or
  - maltreatment
  - excessive corporal punishment

DCFS Scope

Nevada Child Protective Service Agencies conduct activities in preventing, investigating, and treating child abuse and neglect through:

- Intake
- Assessment
- Ongoing case management
- Foster care licensing and recruitment

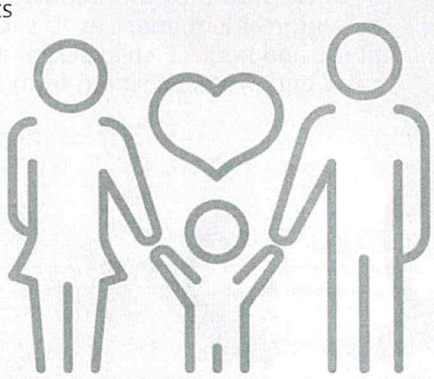


National Child Abuse Prevention Month

Foster Care In Nevada

- DCFS and Lyon County are in need of foster families
- Children must often be separated or moved outside the county resulting in new schools, removal from friends and other disruption in an already difficult situation
- Placement with family is not always an option
- There are opportunities for short or long-term placements
- "There is no better gift to give a child than a family."

  -Anonymous



National Child Abuse Prevention Month

1861

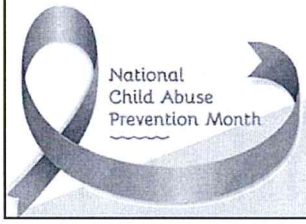
LYON COUNTY

District Attorney

District Attorney's Office Responsibilities

- Works with DCFS on child protection cases assisting in protecting children and removing them from abusive environments
- Works with the Lyon County Sheriff's Office and other law enforcement agencies to successfully prosecute child abuse and neglect, child sexual abuse and child exploitation cases and protect children from these offenders







In 2024, Lyon County CASA served 82 abused and neglected children removed from their homes in Lyon County. Our volunteers dedicated 5,800 hours and travelled 7,300 miles advocating for the best interest of these vulnerable children!

Brighter Futures and Stronger Communities

Children who have experienced abuse or neglect fare better with a CASA/GAL volunteer by their side. Studies have shown:

THEY ARE **more likely** to find a safe, permanent home

THEY ARE **more likely** to succeed in school

THEY ARE **half as likely** to re-enter the foster care system

National Child Abuse Prevention Month

Community Efforts

- Pinwheel displays in community offices
- Pinwheel gardens located in each community (April 5th)
- Coloring contest
- Social media campaign
- Bookmarks
- Collaboration with community providers













National Child Abuse Prevention Month

THANK YOU

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
8.a

Subject:
For Report Only: Walker River Justice Court Semi Annual Report

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Walker River Justice Court Book Summary
- MAS Collection Report 02.01.2025

Greetings,

We appreciate your court for keeping the USJR statistics current during the year. Attached is a summary of the first half of the fiscal year 2025 statistics. Pages 2-3 only includes the first 6 months of reporting, and pages 4-5 includes reports received up to February 28. Please review the information below and contact our office confirming review, updates, or approval.

No errors were discovered during the review.

For the first 6 months of the fiscal year:

- Criminal cases reported an 80 percent disposition rate.
- Traffic cases reported a 100 percent disposition rate.
- Civil cases reported a 79 percent disposition rate.

Generally, the first quarter has the most cases reported than any other quarter of the past 5 years for both criminal and civil cases; this is significant since last year had the most criminal and civil cases filed of the previous 4 years as well (see page 4).

Your disposition rates are very good. Civil was slightly lower due to the Other Civil Matters case type (82 New filings with 41 dispositions), but this was slightly offset by what looks like administrative closures in the Contract case types (12 filings with 40 dispositions).

Your backlog rates (page 2) indicated that it would take 7 months for criminal, 5 months for traffic, and 4 months for civil for your pending caseload to accrue at current filing rates (based on the first 6 months of the fiscal year). While these rates are excellent, page 3 does indicate that there are many (438 of 957) active criminal and traffic cases aged greater than a year, which after review could improve these two rates even more (most <327> are traffic cases).

If you have any questions, or require additional information, please contact the Court Statistics and Analysis Unit at statistics@nvcourts.nv.gov.

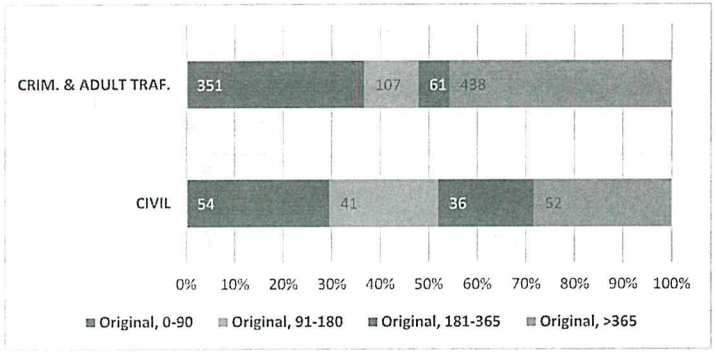
Sincerely,
Sheldon Steele
702.486.9334

Walker River Justice Court PHASE 3 STATISTICS	TOTAL CASES	NEW FILINGS	REOPENED	DISPOSED	DISPO. RATE	END ACTIVE PEND. (DEC)	<BACKLOG, DEC.>, PENDING ACTIVE TO TOTAL CASES
CRIMINAL NON-TRAFFIC, TOTAL	319	318	1	254	80%	366	0.57
Felony	83	82	1	45	54%	97	0.58
Gross Misdemeanor and LJ Appeals	19	19	0	17	89%	20	0.53
Misdemeanor	217	217	0	192	88%	249	0.57
ADULT TRAFFIC, CIVIL INFRACTIONS, & PARKING	761	761	0	764	100%	602	0.40
CIVIL	324	289	35	257	79%	199	0.31
Real Property Case	104	95	9	75	72%	3	0.01
Landlord Tenant Case (Summary Eviction)	104	95	9	75	72%	3	0.01
All other R. Prop. case types	0	0	0	0	-	0	-
Tort Case	0	0	0	0	-	0	-
Probate Case	-	-	-	-	-	-	-
Construction Defect Case	-	-	-	-	-	-	-
Contract Case	12	12	0	40	333%	52	2.17
Judicial Review/Appeal Case	-	-	-	-	-	-	-
Civil Writ (not related to an existing case)	-	-	-	-	-	-	-
Small Claims	23	21	2	15	65%	20	0.43
Protection Orders	101	79	22	85	84%	21	0.10
All other civil case types	84	82	2	42	50%	103	0.61

	CRIMINAL/ ADULT TRAFFIC	CIVIL	FAMILY	JUVENILE
Bench Trial Dispositions:	1	4	-	-
Bench Trial Events:	5	2	-	-
Jury Trial Dispositions:	0	0		
Jury Trial Events:	0	0		
Guilty Pleas/Convictions (excludes adult traffic):	115			
Sentencing Hearings:	190			
Reopened Counts:	1			
Post-adjudication Case Activity/Remands:	1			

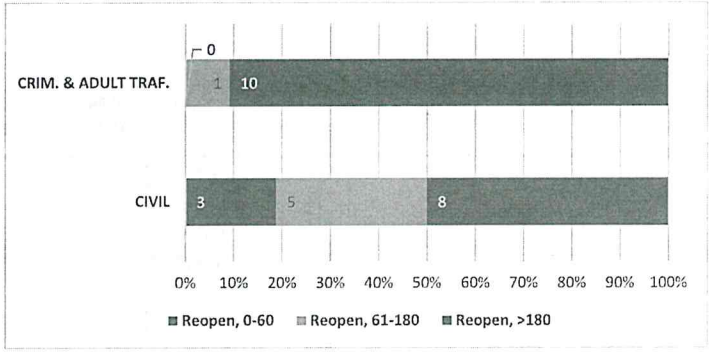
Age of Active Pending Caseload. Comparisons by Major Case Type.

AAPC, DECEMBER	Original, 0-90	Original, 91-180	Original, 181-365	Original, >365
CRIM. & ADULT TRAF.	351	107	61	438
CIVIL	54	41	36	52



AAPC, DECEMBER	Reopen, 0-60	Reopen, 61-180	Reopen, >180
CRIM. & ADULT TRAF.	0	1	10
CIVIL	3	5	8

TOTAL CASES
968
199



Walker River Justice Court (JC), CRIMINAL CASES, FY 2021-25

FISCAL YEAR	TOTAL CASES	TOTAL DISP.	(YEAR) CASE CHANGE	NEW FILINGS	REOPENED	DISP, ORG.	DISP, REOPN.
2021	455	511	-	448	7	511	0
2022	341	367	-0.25	339	2	367	0
2023	506	462	0.48	505	1	462	0
2024	531	550	0.05	523	8	543	7
2025	384	307	-0.28	383	1	306	1

FY	QTR	TOTAL CASES	TOTAL DISP.	RATIO, CASES TO QRT'S AVERAGE	NEW FILINGS	REOPENED	DISP, ORG.	DISP, REOPN.
ALL, AVERAGE	1	129.00	135	-	128	1	135	1
	2	124.60	100	-	123	1	100	0
	3	91.80	117	-	92	0	117	1
	4	98.00	86	-	97	1	86	0
2021	1	120	170	0.93	119	1	170	0
	2	117	116	0.94	114	3	116	0
	3	96	130	1.05	95	1	130	0
	4	122	95	1.24	120	2	95	0
2022	1	84	113	0.65	83	1	113	0
	2	99	71	0.79	99	0	71	0
	3	68	99	0.74	68	0	99	0
	4	90	84	0.92	89	1	84	0
2023	1	126	96	0.98	126	0	96	0
	2	134	88	1.08	134	0	88	0
	3	113	164	1.23	113	0	164	0
	4	133	114	1.36	132	1	114	0
2024	1	153	157	1.19	150	3	154	3
	2	116	113	0.93	113	3	112	1
	3	117	141	1.27	117	0	138	3
	4	145	139	1.48	143	2	139	0
2025	1	162	140	1.26	162	0	140	0
	2	157	114	1.26	156	1	113	1
	3	65	53	0.71	65	0	53	0
	4	0	0	0.00	0	0	0	0

Shading is a three-color gradient scale where:
Green is the highest value.
Yellow is the middle value.
Red is the lowest value.

Walker River Justice Court (JC), CIVIL CASES, FY 2021-25

FISCAL YEAR	TOTAL CASES	TOTAL DISP.	(YEAR) CASE CHANGE	NEW FILINGS	REOPENED	DISP, ORG.	DISP, REOPN.
2021	544	620	-	444	100	620	0
2022	595	699	0.09	481	114	699	0
2023	586	647	-0.02	493	93	647	0
2024	681	671	0.16	570	111	645	26
2025	364	280	-0.47	328	36	256	24

FY	QTR	TOTAL CASES	TOTAL DISP.	RATIO, CASES TO QRT'S AVERAGE	NEW FILINGS	REOPENED	DISP, ORG.	DISP, REOPN.
ALL, AVERAGE	1	157.20	164	-	129	28	161	3
	2	136.80	153	-	117	20	151	2
	3	122.20	126	-	103	20	126	0
	4	137.80	141	-	115	23	135	5
2021	1	97	121	0.62	79	18	121	0
	2	137	133	1.00	110	27	133	0
	3	135	166	1.10	116	19	166	0
	4	175	200	1.27	139	36	200	0
2022	1	154	175	0.98	125	29	175	0
	2	136	164	0.99	112	24	164	0
	3	140	172	1.15	108	32	172	0
	4	165	188	1.20	136	29	188	0
2023	1	161	193	1.02	128	33	193	0
	2	129	143	0.94	111	18	143	0
	3	124	125	1.01	107	17	125	0
	4	172	186	1.25	147	25	186	0
2024	1	177	208	1.13	148	29	208	0
	2	155	188	1.13	128	27	188	0
	3	172	146	1.41	143	29	146	0
	4	177	129	1.28	151	26	103	26
2025	1	197	122	1.25	167	30	108	14
	2	127	135	0.93	122	5	126	9
	3	40	23	0.33	39	1	22	1
	4	0	0	0.00	0	0	0	0

Shading is a three-color gradient scale where:
Green is the highest value.
Yellow is the middle value.
Red is the lowest value.

Walker River Justice Court (JC), ADULT TRAFFIC CASES, FY 2021-25

FISCAL YEAR	TOTAL CASES	TOTAL DISP.	(YEAR) CASE CHANGE	NEW FILINGS	REOPENED	DISP, ORG.	DISP, REOPN.
2021	2,354	2,182	-	2,354	0	2,182	0
2022	1,446	1,487	-0.39	1,444	2	1,487	0
2023	1,239	1,098	-0.14	1,239	0	1,098	0
2024	1,587	1,694	0.28	1,586	1	1,693	1
2025	877	889	-0.45	877	0	889	0

FY	QTR	TOTAL CASES	TOTAL DISP.	RATIO, CASES TO QRT'S AVERAGE	NEW FILINGS	REOPENED	DISP, ORG.	DISP, REOPN.
ALL, AVERAGE	1	434.40	410	-	434	0	410	0
	2	349.60	374	-	350	0	374	0
	3	384.80	388	-	385	0	388	0
	4	331.80	298	-	332	0	298	0
2021	1	546	476	1.26	546	0	476	0
	2	568	500	1.62	568	0	500	0
	3	638	621	1.66	638	0	621	0
	4	602	585	1.81	602	0	585	0
2022	1	488	514	1.12	486	2	514	0
	2	338	346	0.97	338	0	346	0
	3	344	400	0.89	344	0	400	0
	4	276	227	0.83	276	0	227	0
2023	1	259	285	0.60	259	0	285	0
	2	262	207	0.75	262	0	207	0
	3	350	279	0.91	350	0	279	0
	4	368	327	1.11	368	0	327	0
2024	1	501	353	1.15	501	0	353	0
	2	197	475	0.56	197	0	475	0
	3	476	516	1.24	475	1	515	1
	4	413	350	1.24	413	0	350	0
2025	1	378	424	0.87	378	0	424	0
	2	383	340	1.10	383	0	340	0
	3	116	125	0.30	116	0	125	0
	4	0	0	0.00	0	0	0	0

Shading is a three-color gradient scale where:
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Yellow is the middle value.
Red is the lowest value.

Nevada Supreme Court
Administrative Office of the Courts
Minimum Accounting Standards Reporting & Auditing

MAS Collections Report: 2/1/2025 TO 2/28/2025
J031105 - WALKER RIVER JUSTICE COURT

Number of cases in which court costs, fees, and fines were assessed during the reporting period: 197

Court Fines and Fees

	Dollar Amount	Percent of Assessed
Dollar amount assessed:	$35,357.75	
Dollar amount collected:	$12,637.00	35.74%
Dollar amount waived/suspended:	$1,840.00	5.20%
Dollar amount of jail time served credit given:	$0.00	0.00%
Dollar amount of community service credit given:	$0.00	0.00%
Total of collections, waived and credited amounts:	$14,477.00	37.70%

	Dollars Collected	Percentage Collected
0-30 Days:	$7,778.75	61.56%
31-60 Days:	$426.25	3.37%
61-90 Days:	$470.00	3.72%
91-120 Days:	$1,180.00	9.34%
Over 120 Days:	$2,782.00	22.01%
Total:	**$12,637.00**	**100.00%**

Note: Aging calculated from date cost docket assessed to date of receipt/payment in this reporting period.

Data Date: 3/14/2025, 3:05:50PM
Report name: MAS Monthly Collection and Aging.rpt

Days Outstanding	Amount Owed	Amount Outstanding	Percentage Outstanding
0-30 Days:	$5,593.75	$5,498.75	3.55%
31-60 Days:	$4,511.25	$3,966.25	2.56%
61-90 Days:	$2,678.75	$2,458.75	1.59%
91-120 Days:	$6,025.00	$5,370.00	3.46%
Over 120 Days:	$155,451.88	$137,781.09	88.85%
Total:		**$155,074.84**	**100.00 %**

Note: The amounts above exclude restitution and bail holding.
The percentage is calculated by amount outstanding divided by the grand total of amount outstanding.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.a

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

Summary:
Under NRS 244, the Comptroller approves bills for payment and the Board reviews the claims report.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept claims and financial reports.

ATTACHMENTS

- Claims Report 3-1-25 to 3-15-25
- Cash Report 3-15-25

CLAIMS REPORT
MARCH 1 THROUGH MARCH 15, 2025

LYON COUNTY	BILLS	PAYROLL
Governmental Funds		
General	707,893.77	1,458,643.23
Employee Benefits		
Park Construction Tax		
Co-Op Extension	1,051.53	
Unemployment		
Room Tax	5,948.50	
Aid to Domestic Violence		
Vehicle Acquisition		
Fair and Rodeo	150.68	
Capital Improvements	414,641.24	
Justice Court Special Assessment		
District Court Restricted Fees		
Juvenile Probation Special Assessment		1,583.66
County Library Gift		
911 Surcharge	76,889.76	
Mining Claim Map		
Road	30,848.95	73,206.22
R T C		
Road Improvement	3,003.54	
Opioid Settlement		9,018.65
General Indigent	72,461.61	89,162.68
Medical Indigent	7,962.00	9,120.06
Senior Services	11,316.72	73,703.90
Senior Services Donations	32.00	
Animal Control Donations		
Enterprise Funds		
Dayton Water Utility	32,888.81	79,952.82
Dayton Sewer Utility	108,747.87	64,284.32
Component Unit Funds		
Mason Valley Mosquito Control District	134.59	5,199.20
Central Lyon Vector Control District		
Walker River Weed Control District	47.81	
Silver Springs General Improvement District	16,406.42	
Willowcreek General Improvement District	663.55	
Subtotal	**1,491,089.35**	**1,863,874.74**

TRUST AND AGENCY	BILLS	PAYROLL
DNA Testing	1,548.00	
Western Regional Youth Facility	8,041.97	71,611.37
Mason Valley Swimming Pool District	22,764.88	
Silver Springs/Stagecoach Hospital	3,410.91	3,864.07
Fernley Swimming Pool	61,083.78	28,034.54
City of Fernley	1,446,270.57	
Mason Valley Fire Protection District	8,899.96	46,823.66
North Lyon County Fire Protection District	456,266.17	
Smith Valley Fire Protection District	13,049.67	7,891.71
Stagecoach General Improvement District		
South Lyon Hospital District	249,203.66	
State of Nevada	234,171.24	
City of Yerington	57,014.68	
Fish and Game		
Walker River Irrigation District	143,749.87	
Range Improvement		
Lyon County Bond		
Coroner Estate Proceeds		
County Trust Property		
Social Security Payee Program	7,304.00	
Central Lyon County Fire Protection District	1,313,864.94	
Carson Water Sub-Conservancy District		
Dayton Valley Ground Water		
Smith Valley Artesia		
Mason Valley Artesia		
Churchill Valley Ground Water		
Truckee Carson Irrigation District	69,122.86	
Fernley Ground Water		
Brady Hot Springs Ground Water		
Lyon County School District	4,019,049.76	
Subtotal	**8,114,816.92**	**158,225.35**

SUMMARY		
Lyon County	1,491,089.35	1,863,874.74
Trust & Agency	8,114,816.92	158,225.35
TOTAL	**9,605,906.27**	**2,022,100.09**

CASH REPORT

15-Mar-25

LYON COUNTY	BALANCE
Governmental Funds	
General	16,229,879.82
Park Construction Tax	1,240,116.18
Cooperative Extension	600,110.34
Unemployment	410,188.67
Room Tax	54,304.99
County Stabilization	3,450,000.00
Aid to Domestic Violence	-
Vehicle Acquisition	489,506.50
Fair and Rodeo	296,182.60
Justice Court Special Assessment	1,092,942.17
District Court Restricted Fees	858,653.32
Juvenile Probation Special Assessment	195,706.15
Library Gift	10,033.86
Mining Claim Map	24,419.07
911 Surcharge	739,428.96
Animal Control Donations	115,762.53
Road	624,113.90
R T C	20,447,108.93
Road Improvement	1,131,387.81
Opioid Settlement	993,050.41
General Indigent	782,177.92
Medical Indigent	6,281,433.10
Senior Services	984,771.54
Senior Services Donations	200,873.75
Capital Improvements	22,361,345.61
Subtotal Governmental Funds	**79,613,498.13**
Enterprise Funds	
Dayton Water Utility	15,906,978.26
Dayton Sewer Utility	21,464,719.57
Subtotal Enterprise Funds	**37,371,697.83**
Component Unit Funds	
Mason Valley Mosquito Control District	984,966.17
Central Lyon County Vector Control District	684,945.53
Walker River Weed Control District	341,424.38
Silver Springs General Improvement District	4,717,813.00
Willowcreek General Improvement District	996,118.70
Subtotal Component Unit Funds	**7,725,267.78**
Total Lyon County	**124,710,463.74**

CUSTODIAL FUNDS	BALANCE
DNA Testing	1,624.00
Western Nevada Regional Youth Center	1,580,505.28
Mason Valley Swimming Pool District	3,567,264.41
Silver Springs/Stagecoach Hospital	2,081,593.00
Fernley Swimming Pool District	4,220,783.87
City of Fernley	299,359.78
Mason Valley Fire Protection District	.
General Fund	317,376.96
Ambulance Fund	1,933,921.06
Acquisition Fund	224,141.70
Emergency Fund	17,461.42
North Lyon County Fire Protection District	103,404.35
Smith Valley Fire Protection District	
General Fund	462,495.62
Emergency Fund	409,350.40
Acquisition Fund	1,457,190.77
Stagecoach General Improvement District	20,714.61
South Lyon Hospital District	1,424,549.00
State of Nevada	1,012,493.19
City of Yerington	11,753.61
Fish and Game	4,570.59
Walker River Irrigation District	84,525.78
Range Improvement	417.72
Lyon County Bond	645,652.96
Coroner Estate Proceeds	4,054.08
County Trust Property & Inmate Trust	17,492.19
Social Security Payees/Public Guardianships	431,433.67
Central Lyon County Fire Protection District	
General Fund	239,768.46
Ambulance Fund	19,421.47
Carson Water Sub-Conservancy District	62,262.64
Dayton Valley Ground Water	3,864.28
Smith Valley Artesia	18,854.96
Mason Valley Artesia	25,382.15
Churchill Valley Ground Water	1,663.46
Truckee Carson Irrigation District	12,894.56
Brady Hot Springs Ground Water	-
Fernley Ground Water	2,074.60
Lyon County School District	
General Fund	642,731.61
Debt Service Fund	485,464.81
Total Custodial Funds	**21,848,513.02**

SUMMARY	
Lyon County	124,710,463.74
Custodial Funds	21,848,513.02
Unallocated Cash	
Unapportioned Purchase Cards	(8,263.08)
Unapportioned Interest	503,205.65
TOTAL	**147,053,919.33**

BANK ACCOUNTS AND PETTY CASH	
Wells Fargo Bank Checking	7,904,478.12
US Bank Investment	81,216,986.70
Local Government Investment Pool	57,905,212.32
Inmate Trust	18,492.19
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,450.00
TOTAL	**147,053,919.33**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.b

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

Summary:
The Board of Commissioners has requested to have the travel report presented to them. It is not required by statute.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept travel claims.

ATTACHMENTS
- Travel Report 3-1-25 to 3-15-25

LYON COUNTY TRAVEL REPORT
March 1-15, 2025

Department / Name	Description	Amount
Sheriff		
William McDaniel	Drone Operations Las Vegas, NV 04/27-04/30/2025 - Registration	425.00
Skyler Waid	Recovery of Human Remains Reno, NV 05/21-05/23/2025 - Registration	695.00
Robert Stout	Jailcon Conference Fort Worth, TX 05/16-05/22/2025 - Airfare, Registration	1,096.97
John VanDiver Sr	Jailcon Conference Fort Worth, TX 05/16-05/22/2025 - Airfare, Registration	1,096.97
James Ryan Powell	Jailcon Conference Fort Worth, TX 05/16-05/22/2025 - Airfare, Registration	1,096.97
Melody Holland	Honor Guard Funeral Las Vegas, NV 02/11-02/13/2025 - Lodging	325.38
Jeremy Tafelmeyer & Nathan Whittemore	Honor Guard Funeral Las Vegas, NV 02/11-02/13/2025 - Lodging	325.38
Ramiro Soukup	K9 Competition Las Vegas, NV 03/21-03/24/2025 - Registration, Lodging, Per Diem	1,180.15
Matthew Galvin	K9 Competition Las Vegas, NV 03/21-03/24/2025 - Per Diem	242.00
Bret Willey	ECC Leaders Workshop Las Vegas, NV 03/17-03/20/2025 - Lodging	362.78
Shyanne Smith	ECC Leaders Workshop Las Vegas, NV 03/17-03/20/2025 - Lodging	362.78
Eric Engelman	ECC Leaders Workshop Las Vegas, NV 03/17-03/20/2025 - Lodging	362.78
Erik Kusmerz	CVSA Examiner Sacramento, CA 01/27-01/31/2025 - Lodging	577.44
District Court		
Andrea Andersen	ICM Training Las Vegas, NV 05/05-05/08/2025 - Registration	495.00
Sara Glover	Fernley Juvenile Court 01/23 & 02/13/2025 - Mileage	131.60
Sara Glover	Dayton Juvenile Court 02/06/2025 - Mileage	72.80
Lindsey McCabe	Fernley Juvenile Court 02/27/2025 - Mileage	65.80
Planning		
Audrey Allan	Planning Commission Meeting 03/11/2025 - Mielage	66.78
Loretta Sell	Planning Commission Meeting 03/11/2025 - Mielage	46.20
Mark Jones	Planning Commission Meeting 03/11/2025 - Mielage	40.74
Ralph Ewing	Planning Commission Meeting 03/11/2025 - Mielage	65.80
Library		
JenNifer Stockwell-Schardt	Cover Branch Fernley, NV 02/22/2025 - Mileage	78.47
JenNifer Stockwell-Schardt	Trustee Meeting Fernley, NV 02/25/2025 - Mileage	65.24
Kay Edwards	Trustee Meeting Fernley, NV 02/25/2025 - Mileage	22.40
Janet Schardt	Trustee Meeting Fernley, NV 02/25/2025 - Mileage	91.00
Nora Stevens	Trustee Meeting Fernley, NV 02/25/2025 - Mileage	65.80
Juvenile Probation		
Victoria Kubis	Work at Fernley JPO with New Staff 02/25/2025 - Mileage	21.00
Victoria Kubis	Cover Fernley JPO 02/27/2025 - Mileage	21.00
Victoria Kubis	Cover Fernley JPO 03/13/2025 - Mileage	21.00
Paula Fryling	Transport Minor Las Vegas, NV 02/21/2025 - Per Diem	81.00
Eleazar Hernandez	Transport Minor Las Vegas, NV 02/21/2025 - Per Diem	81.00
Christopher Gentine	MRDS Instructor Course Las Vegas, NV 06/15-06/18/2025 - Registration	625.00
Matt Clapham	MRDS Instructor Course Las Vegas, NV 06/15-06/18/2025 - Registration	625.00
Samantha Ugalde	Fernley Juvenile Court 03/13/2025 - Mileage	21.00
		10,953.23

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.c

Subject:
For Possible Action: Approve the 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:
Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

ATTACHMENTS
- Unsecured Factual Corrections

Meeting: 3/20/2025

LYON COUNTY

The Assessor's Office deems the following Unsecured Property accounts to be factual corrections:

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
LY111261	TO KNOTCH INSTALLS	AMEND BILL BUSINESS CLOSED 3 YEARS	8.4	2022-2023	$80.05
LY111261	TO KNOTCH INSTALLS	AMEND BILL BUSINESS CLOSED 3 YEARS	8.4	2023-2024	$100.84
LY111261	TO KNOTCH INSTALLS	AMEND BILL BUSINESS CLOSED 3 YEARS	8.4	2024-2025	$1,254.31
FE010024	B A PHOTO CO	AMEND BILL BUSINESS CLOSED	6.0	2024-2025	$165.61
FE010012	SCHAFFER SOLUTIONS	AMEND BILL BUSINESS CLOSED	6.0	2024-2025	$232.67
FE035182	GREEN VALLEY LAWN CARE	BUSINESS CLOSED 2023	6.0	2024-2025	$14.66
FE019001	SQUEEZE IN	BUSINESS DIDN'T OPEN UNTIL SEPT. 2024	6.0	2024-2025	$831.47
TOTAL:					**$2,679.61**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.d

Subject:
For Possible Action: Approve the March 20, 2025 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- March 20, 2025 Minutes

Board of County Commissioners
Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, March 20, 2025, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Chairman Commissioner Scott Keller, Vice Chair Commissioner Tammy Hendrix, Commissioner John Cassinelli, Commissioner Robert Jacobson and Commissioner David Hockaday

Staff Present: County Manager Andrew Haskin, Comptroller Josh Foli and District Attorney Steve Rye

2. Invocation given by Garry Leist of the Calvary Chapel Dayton Valley

3. Pledge of Allegiance

4. Public Participation

Comm. Hendrix asked for public comment and there was none.

5. For Possible Action: Review and Adoption of Agenda

Comm. Keller noted that item 12.c has been requested to be removed.

Comm. Keller asked for public comment and there was none.

Comm. Jacobson moved to adopt the agenda as presented, removing item 12.c, Comm. Cassinelli seconded, and the motion passed 5-0.

6. Time Certain

6.a. Time Certain at 9:00 AM: For Presentation Only: A presentation given by Gina Armstrong representing the Comfort House (www.comforthousenv.org) to spread awareness of the cause and mission of their organization. (Requested by Comm. Keller)

Gina Armstrong, Founder of the Comfort House, gave a presentation to spread awareness of the cause and mission of their organization. Her goal is to have a place where children can go to be safe when their home lives have been disrupted, in an effort to keep these children in Lyon County. She also shared that Comfort House has a contract with UNR for their social worker students to offer children services.

Comm. Keller asked for public comment and there was none.

The Commissioners thanked Ms. Armstrong for her presentation.

6.b. Time Certain at 9:10 am: For Presentation Only: Update from Kendra Kostelecky from Waste Management of Nevada, Inc on the progress of the Silver Springs Transfer Station and other matters related to the Solid Waste Franchise Agreement with Lyon County.

Kendra Kostelecky from Waste Management of Nevada, Inc. gave a presentation discussing the progress of the Silver Springs Transfer Station and other matters related to the Solid Waste Franchise Agreement with Lyon County. She shared timeline details regarding final design, final approval and permitting which is expected in early June, and groundbreaking expected to be in late fall. She also reviewed customer feedback from the 2024 Neighborhood Cleanup Program and what is to come in 2025.

Comm. Hockaday asked if tires are included in the bulk pickup. Mr. Kostelecky responded yes, 4 tires are considered as 1 bulk item.

Comm. Keller asked for public comment and there was none.

The Commissioners thanked Ms. Kostelecky for her presentation.

7. Commissioners/County Manager Reports

Comm. Jacobson attended a meeting with the Fernley City Attorney. He held a Hunters Educations Class. He also stated there will be a College Carrier Fair on March 26, 2025.

Comm. Hendrix attended meetings with the National NACO Public Lands Steering Committee, the Quad Counties Legislative Commission, the Director of Northern Nevada Development Authority and the Carson Water Subconservancy District.

Comm. Cassinelli attended a few Steering Committee meetings for the Sutro Tunnel 3D Grant and also attended the CAMPO board meeting.

Comm. Hockaday attended a meeting with the Facilities Department to discuss a cleanup day at the Valley View Cemetery. He noted that there will be a cleanup day at the Hillcrest Cemetery in Smith Valley on April 12, 2025. He also attended the Planning Commission meeting, the Smith Valley Friends of the Library dinner and the Smith Valley Rotary Speech Contest as a judge.

Comm. Keller attended the National NACO Legislative Conference in Washington DC. He also attended the Regional Transportation Commission meeting, the Fernley City Council meeting, and a meeting with the Northern Nevada Development Authority. He noted he also was at the State Legislature often during the last week.

County Manager Andrew Haskin thanked Taylor Allison for all her hard work as the Government affairs Director. He stated he is working on scheduling the Open Meeting Law training. He introduced his new Administrative Assistant, Martha Tapia. The Commissioners welcomed Ms. Tapia.

8. Elected Officials' Reports

There were none at this time.

9. Appointed Officials' Reports

Facilities Director Doug Homestead welcomed Ms. Tapia. He thanked Ms. Kostelecky from Waste Management for always being available to help out. He thanked Comm. Hockaday for attending the recent Cemetery Cleanup meeting. He provided project updates regarding the installation of water lines at the Yerington cemetery, the District Court Exit Plan and the Fernley Justice Court. He stated a new sign has been

installed at the Mound House Community Center. Park crews have been busy burning weeds and getting fields ready for spring sports. The Kay Winters plaque has been ordered and will arrive in the coming weeks. The Leroy Goodman plaque will be ordered soon. Mr. Homestead then gave a presentation to show the vandalism and destruction that parks are currently facing. He and the Commissioners discussed the actions being taken by staff and the Sheriff's office to catch the people committing these crimes, the areas that are being most effected and the implementation of cameras and security.

Comm. Cassinelli asked if insurance is needed in order for someone to rent the Moundhouse Community Center, to which Mr. Homestead responded yes, proof of insurance is required to be presented upon the time of rental.

Comm. Hockaday stated there is a wasp's nest in the playground at Dressler Park. Mr. Homestead said he will get that taken care of.

10. Advisory Board Reports

Amanda Brinnand, Stagecoach Advisory Board Vice-Chair, gave a presentation discussing the Stagecoach Community Center Clean-up Day where members of the advisory board and members of the community cleaned up the weeds and debris around the flagpole and reader board. They also worked together to renew the WWII Pearl Harbor Memorial. She also shared that there was an article in the Comstock Chronicle that highlighted Stagecoach Bingo night.

11. CONSENT AGENDA

Comm. Keller asked for public comment and there was none.

Comm. Hockaday moved to approve the Consent Agenda items 11.a. through 11.j, Comm. Hendrix seconded, and the motion passed 5-0.

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

County claims totaled $1,361,000.36 and payroll totaled $1,394,079.69. The cash balance as of February 28, 2025, was $126,430,107.01.

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

Travel claims total as of February 28, 2025 was $4,639.22.

11.c. For Possible Acton: Approve the changes on Assessor's tax roll due to correction in assessments and review of tax roll changes.

Secured Factual Corrections totaled $39,048.60 and Unsecured Factual Corrections totaled $38.28.

11.d. For Possible Action: Approve the March 6, 2025 minutes.

The March 6, 2025 minutes were approved.

11.e. For Possible Action: Review and accept amended grant from the Nevada State Library, Archives and Public Records for the State Collection Development Project in the amount of $13,534 for E-Material and Spanish Language collection.

11.f. For Possible Action: Review and accept grant from the Nevada State Library Archives and Public Records for the Fernley Youth Coding Club in the amount of $8,788 for Laptops and Software.

11.g. For Possible Action: Approve the Smith Valley Friends of the Library grant in the amount of $3,280 to sponsor a student worker for the summer of 2025 at the Smith Valley branch Library.

11.h. For Possible Action: Accept a grant from the Nevada Administrative Offices of the Courts in the amount of $5,000 to be used for data cleanup of undisposed criminal charges in closed or purged cases to be used in the Fernley Justice Court.

11.i. For Possible Action: Approve an annual software support and maintenance license, effective July 1, 2025, with Government Software Assurance Corporation in the amount of $242,900 for software in the Assessor, Clerk-Treasurer, and Community Development Departments.

11.j. For Possible Action: To approve the request from Lucas Homes & Development, LLC for a two (2) year extension of time, until May 2, 2027, to record the first final map for the Traditions Village 2 tentative subdivision map (PLZ-18-0013), approved on May 2, 2019. The subdivision includes approximately 101.12 acres, with 195 single-family residential lots ranging from 9,000 to 22,000 square feet, and four (4) Remainder Parcels. The site is located northeast of Nevada Station Parkway and north of the US 50/Traditions Parkway intersection in Dayton (APN: 016-406-13, PLZ-2025-012).

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

12. Community Development

12.a. For Possible Action: A presentation by the Community Development Director on matters related to Code Enforcement compliance efforts and programs.

Comm. Development Director Gavin Henderson gave a presentation highlighting Lyon County Code Enforcement Efforts with details including statistics, the SWAP Program, the Code Enforcement Trailer Program, JPO Services and Property Cleanup efforts.

Comm. Hendrix stated a few years ago there was a workshop on possible changes to the county code to make to which Mr. Henderson responded a draft will be presented to the Commission in the near future.

Comm. Cassinelli asked what the next steps for the Hart Street cleanup are. Mr. Henderson responded that the homeowner was given 60 days to clean up the inside for re-inspection as the Department of Manufactured Housing was unable to proceed with their recent inspection attempt and deemed it uninhabitable.

Comm. Jacobson asked what is being done to ensure other homes are being kept clean to which Mr. Henderson stated staff is constantly monitoring for excessive debris.

Comm. Keller asked how many cases involve criminal activity. Mr. Henderson said around 10% however they don't deal too heavily with interaction. If there is word of danger, they get the Sheriff's Office involved. If it is known there is a substance abuse problem, they would get the MOST team involved.

Comm. Keller asked for public comment and there was none.

12.b. For Possible Action: A presentation by the Community Development Director on the current operations of the Lyon County Building Department.

Comm. Development Director Gavin Henderson gave a presentation highlighting Building Department Operations with details including Lyon county Building Department Mission and Goals, Current Adopted Codes, staffing structure for the building department, the building permit process, current timelines for commercial and residential permits, and external factors affecting plan review timelines.

Comm. Jacobson asked if people try to cut corners when getting inspections complete. Mr. Henderson said it does happen but there are standards that need to be met in order for them to continue in the process.

Comm. Keller asked how many times they have to go back out because they are owner builders to which Mr. Henderson responded it is not as much as one would think.

Comm. Cassinelli asked if there are plans to updating to the IBC 2024 addition and is public input taken into consideration. Mr. Henderson responded he is planning to bring this to the Commissioners in July for their review and that public input is always a priority, plus it is required to keep the county in compliance with grant funding. He stated he will be able to provide more details in July.

Comm. Keller asked is their room for exception between rural and urban codes to which Mr. Henderson responded with the help of other entities, codes can be amended.

12.c. For Possible Action: To approve the Master Services Agreement (MSA) between DOWL and Lyon County for development-related services, including County Engineer, County Surveyor, Floodplain Management, and Inspection Services.

This item was removed from the agenda.

13. Utilities

13.a. For Possible Action: To approve a capital expenditure of $36,800.97 to Western Nevada Supply from the Dayton Sewer Fund for materials needed to replace a portion of the effluent disposal line at the Rolling A wastewater treatment plant irrigation fields.

Utilities Director David Bruketta gave a presentation discussing an unplanned Capital expense for equipment at the wastewater treatment plant in the summer irrigation fields in Dayton that is used every year. The piping gets damaged constantly from the horses out there. This year the horses destroyed the line to the extent that repairs cannot be made. He stated he is doing something a little different than he's done in previous years to hold up to the horse traffic and how the horses interact with that reclaimed water line. He has pipe that they have in inventory that can't be used for anything else. It's much more rigid so this equipment is needed to be able to retrofit that pipe to be able to work with the irrigation system. He plans to use this kind of a technology for future repairs for the extension of the irrigation system.

Comm. Keller asked for public comment and there was none.

Comm. Hendrix motioned to approve a capital expenditure of $36,800.97 to Western Nevada Supply from the Dayton Sewer Fund for materials needed to replace a portion of the effluent disposal line at the Rolling A wastewater treatment plant irrigation fields, Comm. Hockaday seconded and the motion passed 5-0.

14. County Manager

14.a. For Possible Action: Approve a Conceptual Amendment to Senate Bill 53 of the 83rd Session of the Nevada Legislature and direct staff to continue working on bill amendments as necessary to meet the overall objectives for the county.

Government Affairs Director Taylor Allison gave a presentation discussing a conceptual amendment to senate bill 53 of the 83rd Session of the Nevada Legislature. He noted that sections 1 and 5 were deleted and an amendment was made to the penalty provision in Section 6 to allow Cities, Counties, and Regional Transportation Commissions to impose a reasonable fee rather than a mandatory civil penalty.

Comm. Keller asked if Amendment 6 could potentially be more than $500 to which Ms. Allison responded yes, it very well could be.

Comm. Keller asked for public comment and there was none.

Comm. Hendrix moved to approve a Conceptual Amendment to Senate Bill 53 of the 83rd Session of the Nevada Legislature and direct staff to continue working on bill amendments as necessary to meet the overall objectives for the county, Comm. Hockaday seconded and the motion passed 5-0.

14.b. For Possible Action: Discuss and provide direction to the County Manager regarding legislation for the 83rd session of the Nevada Legislature, Legislation includes Assembly Bills 127, 152, 247, 307, 316, 350; and Senate Bills 29, 257.

Government Affairs Director Taylor Allison gave an update on Lyon County priority bills for the 83rd Legislative Session. Her team has been tracking over 520 bills, participating in weekly county lobbyist meetings, attending NACO Legislative Committee meetings and Quad County Legislative Coalition meetings. She shared that the Legislator bill introduction deadline was Monday, March 17, 2025. For each bill, Ms. Allison provided a summary, identified the bill sponsors, and provided the staff recommended positions. Ms. Allison and the Commissioners discussed removal and impacts to county authority, a cumulative impact to increases to insurance and Medicaid coverage, changes to public records and governmental process, employee laws, collective bargaining, public safety, elections, tax abatements.

Comm. Keller asked for public comment and there was none.

Comm. Hendrix moved to direct staff proceed with staff recommendation on each of these bills, Comm. Cassinelli seconded and the motion passed 5-0.

14.c. For Possible Action: Approve the adoption of a Lyon County Lobbying Policy and the associated 2025 Legislative Principles for the 83rd Session of the Nevada Legislature.

Government Affairs Director Taylor Allison gave a presentation discussing the adoption of a Lyon County Lobbying Policy, including details such as policy overview, representation requirements and registration and expense reporting procedures. Pertaining to Lyon County 2025 State Legislative Principals, she reviewed details

including effective communication, respect for governmental roles in delivering quality public services, economic strength & fiscal responsibility.

Comm. Keller shared his concern with all legislative activities being reported to the Government Affairs Director.

County Manager Andrew Haskin stated this is to protect Lyon County from Professional Associations and Elected Officials entering their own opinion on behalf of Lyon County.

Comm. Jacobson asked if conflict of interest is addressed when a representative is at the legislature to which Ms. Allison responded that can be included. She further clarified that anyone that is lobbying must go through the registration process with LCB and part of that is mandatory ethics training. However, elected officials are not required to go through this registration process.

Comm. Keller asked for public comment and there was none.

Comm. Hendrix motioned to direct staff to bring this item back to the board with the proposed changes for further review, Comm. Keller seconded, passed 5-0.

15. Agenda Requests

There were none at this time.

16. Commissioner Comments

There were none at this time.

17. Public Participation

Comm. Keller asked for public comment and there was none.

18. Closed Session pursuant to NRS 241.015(3)(b)(2)

There was a closed session at 11:11 A.M.

19. Adjourn

Meeting was adjourned at 11:09 A.M.

LYON COUNTY BOARD OF COMMISSIONERS

_____

SCOTT KELLER, Chairman

ATTEST

_____

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.e

Subject:
For Possible Action: Accept the "Joining Forces Premium Program Opportunity" grant in the amount of $5,000 from The State of Nevada Department of Public Safety Office of Traffic Safety.

Summary:
The Lyon County Sheriff's Office has been awarded $5,000 from the Joining Forces-Premium Program Opportunity (PPO) fund. These 402 funds are available for agencies as valued partners in the Joining Forces Program. Please see attached award letter, and request form.

Financial Department Comments:
There is no match requirement.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept the "Joining Forces Premium Program Opportunity" grant in the amount of $5,000 from The State of Nevada Department of Public Safety Office of Traffic Safety.

ATTACHMENTS
- Joining Forces 5k Grant

Joe Lombardo
Governor

Nevada Department of
Public Safety
Dedication Pride Service

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Amy Davey
Administrator

Office of Traffic Safety
107 Jacobsen Way
Carson City, Nevada 89701
Telephone (775) 684-7470 - Fax (775) 684-7482
tsafety@dps.state.nv.us

Memorandum

DATE: March 14, 2025

TO: Lyon County Sheriff's Office

FROM: Carrie Krupp, Grants & Projects Analyst |TSEP/Joining Forces Program Manager

SUBJECT: 2025 Joining Forces Premium Program Opportunity (PPO) Award

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The Lyon County Sheriff's Office has been awarded $5,000.00 from the Joining Forces-Premium Program Opportunity (PPO) funds. These 402 funds are available to agencies as a valued partner in the Joining Forces Program.

Nevada Department of
Public Safety
Office of Traffic Safety

As a Joining Forces partner you are eligible to request Premium Program Opportunities (PPO)

This premium program opportunity is intended to afford Joining Forces participants with ancillary training and supplies to support enforcement activities in the program. This would include supplies directly related to enforcement activities; training or attendance to educational events specifically related to traffic enforcement initiatives.

Grant Year: 2025 Grant Number: JF-2025-LyCSO-00013

Agency Name: Lyon County Sheriff's Office

1. Purchase Operational Supplies requested?

☑ Yes ☐ No

If marked yes, please select item(s) requested below:

☑ PBT ☐ Radar/ Lidar (Handheld)

☐ Oral ☐ Roadside Safety Equipment

Amount Requested: $5,000

Please describe how there supplies will directly enhance your Joining Forces activities.

10 - I800 Roadside PBT machines (Preliminary Breath tests) would assist with Joining Forces DUI/Impaired Driver events

2. Conferences and/or Seminars requested?

☐ Yes ☑ No

If marked yes, please fill out item(s) below:

Name of Course(s):

How many attendees:

Amount Requested:

Please describe the content of your event that will directly support your Joining Forces activities.

CMI Inc
316 E 9th Street
Owensboro KY 42303
USA
Phone: 866-835-0690
Fax: 270-685-6268

Date: 3/14/2025
Expires: 5/13/2025
Reference:
Terms: NET 30 DAYS

CMI INC.

Sales Person: Steve Turner
Phone: 270-685-6365
Fax: 270-625-6268
Email: SATurner@alcoholtest.com

QUOTE: 25848

Quote To: Lyon County Sheriff's Office
911 Harvey Way # 1
Yerington NV 89447
USA
Phone: 7754636600 Fax:
Email:
Customer #: 894080

Ship To: Lyon County Sheriff's Office
911 Harvey Way # 1
Yerington, NV 89447
USA
Phone #: 7754636600 Fax #:
Email:
Ship Via: Best Way GND

USD

Line	Part	Description	Rev
1	000800KC	INTOX, I800, KIT, W/ CASE	-

Intoxilyzer 800
-1 Intoxilyzer 800
-10 Mouthpieces
-1 Reusable Sampling Cup
-1 Wrist Strap
-1 Online Training / Quick start guide
-1 Plastic Case
-2 AA Batteries
-1 Year Warranty

Quantity 10 EA **Unit Price** 490.00 **Ext Price:** 4,900.00

Line	Part	Description	Rev
2	015116	MOUTHPIECE,I-800,BAG OF 100	A

Quantity 2 EA **Unit Price** 25.00 **Ext Price:** 50.00

QUOTE - Miscellaneous Charge -	
Freight - Outbound	50.00

Total: 5,000.00

Plus shipping and any applicable taxes

3% processing fee will be added for credit card payments

Please include a copy of this quote with your order
15% Restocking Fee for Returned Items unless noted otherwise
3% processing fee will be added for credit card payments

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.f

Subject:
For Possible Action: Accept grant award amendment to adjust the project funding allocations to the FY25 Emergency Services Grant (ESG) award from the Nevada Department of Business and Industry Housing Division.

Summary:
The cost categories are approved as follows per this first amendment dated March 21, 2025. This amendment decreases the Street Outreach category by $13,218.75, bringing the category total to $26,119.52, increases the Homelessness Prevention category by $16,302.99, bringing the category total to $16,302.99, decreases the Rapid Rehousing category by $7,710.79, bringing the category total to $18,514.24, and increases the HMIS and Data Collection category by $4,626.55, bringing the category total to $4,626.55. The total award amount remains $68,841.80.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Accept grant award amendment to adjust the project funding allocations to the FY25 Emergency Services Grant (ESG) award from the Nevada Department of Business and Industry Housing Division.

ATTACHMENTS

- FY25 Emergency Solution Grant Agreement (1st Amendment)

Nevada Department of Business and Industry Housing Division

FIRST AMENDMENT TO THE PY 2024 EMERGENCY SOLUTIONS GRANT NOTICE OF SUB-RECIPIENT AWARD

CFDA Number 14.231

Grant #E24-DC-32-0001

WHEREAS, Lyon County Human Services was awarded an Emergency Solutions Grant (Grant) for homeless assistance, homeless prevention, and other eligible activities; and

WHEREAS, the Nevada Housing Division and Lyon County Human Services wish to amend the Grant with this First Amendment; and

WHEREAS, the Grant cost categories are hereby amended as follows, all other provisions of the Grant remain in full force and effect:

Reason for Award: EMERGENCY SOLUTIONS GRANT FUNDING FOR HOMELESS ASSISTANCE, HOMELESS PREVENTION, AND OTHER ELIGIBLE ACTIVITIES

Program Name: EMERGENCY SOLUTIONS GRANT PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	Address: 1830 E. College Pkwy, Ste. 200, Carson City NV 89706
Sub-recipient name: Lyon County Human Services	Address: PO Box 1141 Silver Springs, NV 89429

Project period: July 1, 2024 – June 30, 2026

The cost categories are approved as follows per this first amendment dated March 21, 2025. This amendment decreases the Street Outreach category by $13,218.75, bringing the category total to $26,119.52, increases the Homelessness Prevention category by $16,302.99, bringing the category total to $16,302.99, decreases the Rapid Rehousing category by $7,710.79, bringing the category total to $18,514.24, and increases the HMIS and Data Collection category by $4,626.55, bringing the category total to $4,626.55. The total award amount remains $68,841.80.

1. Administration	$3,278.50
2. Street Outreach	$26,119.52
3. Homelessness Prevention	$16,302.99
4. Rapid Rehousing	$18,514.24
5. Emergency Shelter	$0.00
6. HMIS and Data Collection	$4,626.55
Total Award	**$68,841.80**

Disbursement schedule as follows:

Sub-recipients must submit executed draw reimbursement requests <u>monthly</u> but no less than quarterly, which are to be accompanied by an HMIS ESG CAPER report, evidence of match contribution, and staff time sheets if salaries are charged to this grant.

Source of funds:

1. FEDERAL (HUD) 100%

In accepting these grant funds, it is understood and agreed that:

1. This allocation is subject to the successful award of funding by HUD to the Nevada Housing Division. The Division shall make available funds for eligible costs incurred after the Project period reflected above;
2. Expenditures must comply with all applicable state and/or federal regulations;
3. The sub-recipient shall comply with the Additional Stipulations, Section 1, attached hereto and incorporated by reference;
4. Funds are subject to recapture and reallocation, as allowed in Part 576 of the Emergency Solutions Grant program, for failure to meet any of the following: 1) expenditure timeliness; 2) submission of reports and draw reimbursement requests by due dates; 3) lack of participation in HMIS and the CoC's centralized/coordinated assessment system (once available); and 4) failure to provide annual financial statements by deadlines reflected in this Notice. Sub-recipients will receive written notification of concerns and if applicable, the Division's intent to recapture funds. Notification will be provided 30 days in advance of recapture. Sub-recipients subject to recapture of grant funds shall also be subject to future funding sanctions;
5. The sub-recipient shall comply with the ESG Program Reporting Contents; and
6. The sub-recipient shall comply with the Place of Performance for Certification regarding Drug-free Workplace Requirements.

Authorized sub-recipient official:

By: _____

Signature of person authorized to accept this Grant on behalf of the sub-recipient

_____ Date: _____

Printed Name Telephone Number

Agency UEI number: _____
Administrator, Nevada Housing Division: By: _____ Date: _____ Stephen Aichroth, Administrator

SECTION 1

ADDITIONAL STIPULATIONS

The sub-recipient hereby accepts and agrees to the following additional stipulations in this Section 1 for the funds received pursuant to this award:

PART I- PROGRAM REQUIREMENTS

A. Comply with the Emergency Solutions Grant (ESG) Program requirements of 24 CFR Part 576;

B. Develop and implement ESG Program Policies and Procedures, including elements reflected in 24 CFR Part 576 Subpart B (§§576.100576.107, inclusive); Subpart E (§§576.400 – 576.408, inclusive), and §576.500. Procedures shall include a summary of program rules and regulations; Written Standards which include, at a minimum, standards reflected in the Rural Nevada Continuum of Care/ESG Program Written Standards; confidentiality of records of domestic violence victims, or other victims of assault; termination policy of beneficiaries; nondiscrimination policy; drug-free workforce policy; standard of conduct governing performance of employees engaging in purchasing and/or the award or administration of contracts to avoid conflicts of interest; and a written code of conduct. Sub-recipients shall also develop and disseminate a written grievance procedure that clearly defines the requirements for clients to formally dispute denials of assistance and shall document and make available all grievances and resolutions for review by the Division during site visits;

C. Agree to provide programs and services as allowed in 24 CFR Part 576 Subpart B and approved by the Division, and assist eligible homeless or at risk of homelessness clients as defined in 24 CFR §576.2;

D. Agree to design programs and services that will ensure successful outcomes for the Division's Performance Standards;

E. Agree to participate in local Workforce Investment Boards and/or local community coalitions; to encourage collaboration efforts with other providers that will assist the sub-recipient to meet ESG and HEARTH Act goals; and will participate in at least 75% of local continuum of care meetings. Sub-recipient shall provide to the Division a summary of meetings attended, partnerships formed, and collaboration efforts annually or when requested by Division staff;

F. Comply with the requirement of Subpart E of 24 CFR §576.400(e) to develop Written Standards for providing ESG assistance. At a minimum the Standards must include all components reflected in 24 CFR §576.400(d)(3)(i)-(ix), inclusive, and minimum standards reflected in the Rural Nevada Continuum of Care/ESG Program Written Standards guidelines. Homeless prevention and rapid re-housing client eligibility criteria, identified in the Written Standards, shall be made available to the public via agency website, Nevada 211, or other site available to the public;

G. Comply with 24 CFR §§91.5 and 576.2 regarding definitions of homeless and at-risk

of homelessness, and documenting that all program participants meet these definitions;

H. Comply with the requirements of 24 CFR §576.401(a) to conduct an evaluation of program participant eligibility and need for program assistance. Includes an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance needed to regain stability in permanent housing. Per 24 CFR §576.401(e)(2),the sub-recipient is exempt from the requirement under 24 CFR §576.401(e)(1)(i) if the Violence Against Women Act of 1994 or the Family Violence Prevention and Services Act prohibits that sub-recipient from making its shelter or housing conditional on the participant's acceptance of services;

I. Comply with the requirements of 24 CFR §576.401(b) to re-evaluate program participant's eligibility and types and amounts of assistance the program participant needs not less than once every 3 months for participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. Each re-evaluation must establish that the program participant does not have an annual income that exceeds 30% of area median income for the area and the participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance. Each re-evaluation must be documented in the program participant's case file and HMIS;

J. Shall demonstrate need for ESG Program funds by meeting expenditure timelines as follows: At a minimum, twenty-five percent (25%) of the allocation shall be expended within the first six months of the grant period and fifty percent (50%) expended the first year. Seventy-five percent (75%) of the allocation shall be expended by the eighteenth month and one hundred percent (100%) in two years. Sub-recipients are allowed to spend their allocation at a faster pace. If requested, the sub-recipient further agrees to submit a detailed description of the strategy to expend all funds to the Division if it is determined that the sub-recipient is not on target to expend funds within timelines reflected above. In all circumstances funds must be completely expended within the 24-month timeframe or funds will be recaptured by the U.S. Department of Housing and Urban Development (HUD);

K. Comply with the requirement to provide matching funds for the amount of the entire allocation, as required by 24 CFR§ 576.201 and 42 USC §11375. Agrees to maintain documentation of the sources and amounts of funds used for program match for a period of five (5) years after grant closeout. Requests for match waivers must be submitted in writing;

L. Comply with the requirements of 24 CFR §576.103 which provides for funding of homeless prevention activities for: (1) an individual or family who: (i) has an annual income ***below*** 30% of median family income for the area, as determined by HUD; (ii) does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of HUD's homeless definition; and (iii) meets one of the following conditions: (a) has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance; (b) is living in the home of another because of economic hardship; (c) has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; (d) lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State or local government programs for low-income individuals; (e) lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 person per room, as defined by the U.S. Census Bureau; or (f) is exiting a publicly funded institution, or system of

care(such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); Assistance must not supplant funding for preexisting homeless prevention activities from any other source; (2) A child or youth who does not qualify as "homeless" under 24 CFR §576.2, but qualifies as homeless under federal programs listed in 24 CFR §576.2(2); or (3) a child or youth who does not qualify has "homeless" under this section, but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. §11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with him or her;

M. Comply with requirements concerning record keeping and reporting requirements of 24 CFR §576.500, including documentation of client eligibility, and documentation of homeless and chronically homeless status for individuals and families, as defined by HUD. Providers assisting victims of domestic violence and other assaults shall be exempt from compliance with certain requirements and should refer to 24 CFR §576.500(b)(5) to determine acceptable evidence to document client eligibility;

N. Comply with the requirement of 24 CFR §576.500(x) in which sub-recipients must develop and implement written procedures to ensure: (i) all records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential; (ii) the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG program will not be made public, except with written authorization of the person responsible for the operation of the shelter; and (iii) the address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the sub-recipient and consistent with state and local laws regarding privacy and obligations of confidentiality. Furthermore, the sub-recipient shall execute and retain on file the Division's Privacy Policy. Confidentiality procedures must be in writing and must be maintained in accordance with these requirements;

O. Comply with 24 CFR §576.102(b) which states the age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant funding or services and provides shelter to families with children under age 18;

P. Shall identify a staff person who will be responsible for coordinating a child's access to education if the sub-recipient serves households with children. All efforts must be documented in the client file;

Q. Shall maintain files for clients who receive assistance including names (or other identifying number), dates, amount of assistance, type of assistance, and all supporting documentation for five (5) years from last date of service;

R. Shall submit a Reimbursement Request Form to the Division, monthly, but at least once per quarter requesting reimbursement of funds expended for eligible ESG activities. Reimbursements will not be authorized unless expenditures are substantiated in writing and is accompanied with all backup documentation requested by the Division. Failure to submit a reimbursement request at least quarterly may result in program sanctions implemented by the Division, as defined in Part IV. If requested, sub-recipient agrees to provide supporting documentation of expenditures, including copies of receipts, invoices, time sheets, etc. as part of a Desk Audit Review of the ESG program;

S. Shall submit ESG Annual Reports which includes data obtained from HMIS by the deadline implemented by the Division;

T. Shall ensure that no renovation or major rehabilitation will take place in property listed in the National Register of Historic Places; be located in a historic district or immediately adjacent to a property listed on the Register; be deemed by the State

Historic Preservation Officer to be eligible for listing on the Register; take place in any 100- year flood plain designated by map by Federal Emergency Management Agency; or be completed unless there is a successful completion of HUD's environmental assessment review;

U. Comply with requirements listed in Section 1402(d) of the Housing and Community Development Act of 1992 which amends Section 415 of the Stewart B. McKinney Homeless assistance Act which requires that termination of assistance to any individual or family be in accordance with a formal process established by the sub-recipient that recognizes the rights of individuals affected, which may include a hearing;

V. Comply with HUD's "Equal Access to Housing in HUD Programs regardless of Sexual Orientation or Gender Identity" final rule (Equal Access rule). Refer to CPD Notice 15-02 dated February 20, 2015, titled "Appropriate Placement for Transgender Persons in Single-Sex Emergency Shelters and Other Facilities" for specific requirements;

W. Shall submit a Certification of Local Government Approval for each project operated within the local government's jurisdiction if the ESG sub-recipient is a non-profit agency. In the event a project receives funding from future ESG allocations, the certification must allow the local government the opportunity to withdraw its approval of the project at a future date;

X. Shall submit in writing on sub-recipient letterhead all requests to amend ESG allocations, along with a revised ESG Program Budget Form (Attachment 9), prior to expending funds from a Category other than what has been previously approved via the ESG Notice of Sub-Recipient Award. The written request shall include: (1) an explanation of the amounts to be transferred from the applicable categories; (2) a summary of how funds are proposed to be used; (3) a summary of the cash or in-kind services that will be used to meet the increased match requirement for the category ESG funds will be transferred; and (4) a summary of any changes to the number of program participants anticipated to be assisted under the revised categories;

Y. Shall develop, to the maximum extent practicable and where appropriate, practices and protocols to insure that publicly funded institutions, such as health care facilities, foster care or other youth facilities, and correction/jail programs do not discharge persons to the streets or otherwise result in homelessness. New sub-recipient shall develop and submit an action plan with timelines for developing community-wide discharge plans within 12 months of grant award, and shall develop and execute Memorandums of Understanding (MOU's) with partner agencies identified in the sub-recipient's discharge plan. If existing plans are in place, sub-recipients agree to provide a copy to the Division with this award;

Z. Shall maintain control of access to accounting records, assets, blank forms, and confidential records to ensure that only authorized persons have access; Shall ensure that shelter building(s) meet or exceed state, local and HUD's habitability standards;

AA. Make available all client files, along with any financial and program records, for periodic review by the Division. Monitoring of a sub-recipient may be conducted by the Division, local HUD Office of Community Planning and Development, HUD's Office of Special Needs Assistance Programs, HUD's Office of Inspector General, HUD's Office of Fair Housing and Equal Opportunity, a contractor hired on behalf of the Division for the purposes of auditing programs funded through the State, or other authorized state or federal agency, to determine compliance with the requirements of each program. In lieu of a site visit the Division may request copies of supporting documentation be uploaded into the local HMIS in order to conduct a desk audit review of all sub-recipients except victim service provider;

BB. Shall make available copies of all monitoring letters from other federal, state or local grant funded programs if requested by the Division. Copies of written responses

addressing areas of concerns or findings shall be included. These copies shall be provided during monitoring review visits or more frequently if requested by Division staff;

CC. Comply with the requirement that a member of an Agency's Board of Director's (if a non-profit) or other applicable Board or Commission tour shelters funded through the ESG program to ensure appropriate habitability standards are in place. This tour should be conducted at least once during the grant period and documented for review during site visits;

DD. If ESG funds are used for shelter operations or essential services related to street outreach or emergency shelter, the sub-recipient agrees to provide services or shelters to homeless individuals and families for the period during which ESG assistance is provided, without regard to a particular site or structure, so long as the sub-recipient services the same type of persons (e.g. families with children, unaccompanied youth, veterans, disable individuals, or victims of domestic violence) or persons in the same geographic area;

EE. Agrees to assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local and private assistance when available for such individuals;

FF. If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the building will be maintained as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the building will be maintained as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the building will be maintained as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation;

GG. Any renovation carried out with ESG funds shall be sufficient to ensure that the building involved is safe and sanitary.

PART II-FINANCIAL MANAGEMENT REQUIREMENTS

A. Shall ensure the expenditure of these funds is in accordance with the audit requirements of the Single Audit Act of 1984 (Public Law 98-502) and Office Management and Budget Circular A-128;

B. Comply with requirements of OMB Circulars A-128, concerning nondiscrimination and equal opportunity;

C. Comply with the requirements of 2 CFR 200 regarding financial management and oversight of grant funds;

D. Acknowledge the requirements of Nevada law that in all contracts with state agencies it is required that all contractors provide proof of workers' compensation coverage. Sub-recipient agrees to provide proof of workers' compensation coverage in accordance with NRS 616.280 prior to the commencement of any work;

E. Comply with requirements of the Division for submission of financial reports as follows:

Sub-recipients expending $750,000 or more annually in federal funds shall submit

one copy of its most recent 2 CFR 200 single audit to the Division within 60 days of completion, and not later than nine months from the agency's fiscal year end. This audit must be performed by a Certified Public Accountant annually.

Sub-recipients expending less than $750,000 but more than $100,000 in federal funds annually are exempt from 2 CFR 200 single audit requirements, but must request that an audited financial statement be conducted annually. The audited financial statement shall be submitted to the Division within 30 days of receipt, and not later than six months from the agency's fiscal year end.

Sub-recipients expending less than $100,000 must submit unaudited financial statements, a profit and loss statement, and a letter stating the agency expended less than $100,000 in Federal funds within 60 days following the end of each fiscal year. This letter shall be written on agency letterhead and shall include the signature of the Executive Director. Failure to comply with this part may result in Sanctions described in Section IV of this document. Note: Any sub-recipient not required to conduct an 2 CFR 200 audit or audited financial statements by the Division, but is required to do so under another program, shall provide a copy of the 2 CFR 200 audit or audited financial statement in lieu of the unaudited financial statement normally required. The deadline for submission of these copies is the same as above;

F. Comply with requirements of 2 CFR 200 that states any recipient that passes through federal funding to a sub-recipient is responsible for communicating the Federal award information to each sub-recipient, including informing each sub-recipient of the Catalog of Federal Domestic Assistance (CFDA) title and number;

G. Shall keep an inventory/equipment log of property purchased using $5,000.00 or more in ESG funds and shall make it available for review by Division staff when requested;

H. Comply with all state, local and federal procurement laws and requirements;

I. Shall develop written policies and internal controls to include at a minimum: hiring procedures to ensure that staff qualifications are equal to job responsibilities and that individuals hired are competent to do the job; adequate separation of duties to ensure that no one individual has authority over an entire financial transaction; procedures for the recording of transactions, as well as an accounting manual and a chart of accounts; a policy specifying approval authority for financial transactions and guidelines for controlling expenditures; written position descriptions that describe the responsibilities of all key employees; an organization chart showing titles and lines of authority for all individuals involved in approving or recording financial and other transactions; protocol for creating and maintaining staff time records to support amounts charged to ESG grant if wages are chargeable to more than one funding source, and record that costs charged to the ESG grant are eligible under program regulations;

J. Shall have a system in place for maintaining its financial records relative to the ESG grant for five (5) years from the last expenditure report to the Division, or until any litigation, claim, auditor or other action involving the records has been resolved, whichever comes later; and

K. Shall maintain current CCR registrations and DUNs number, and shall notify the Division of any changes to either.

PART III-OTHER FEDERAL REQUIREMENTS

A. Comply with requirements of 24 CFR §576.104(a)(4) and §576.408 concerning Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

B. Comply with Executive Order 13166 concerning Limited English Proficiency (LEP) Persons to improve access of federally funded programs to people who are not native

English speakers and do not understand the language;

C. Agrees to follow Nondiscrimination and Equal Opportunity requirements as defined in 24 CFR §5.105(a). The use of Emergency Solutions Grant funds requires that sub-recipients make facilities and services available to all on a nondiscriminatory basis and publicize this fact. The procedures a sub-recipient uses to convey the availability of such facilities and services should reach all persons, without regard to handicaps, race, color, religion, sex, age, familial status or national origin within their service area who may qualify for them. If not, the sub-recipient must establish additional procedures that will ensure that these persons are made aware of the facilities and services. Sub-recipients must adopt procedures to disseminate information to anyone who is interested regarding the existence and location of handicap accessible services or facilities. Sub-recipient shall ensure that forms, applications, brochures, and other materials provided to the public are formatted with appropriate language to comply with Equal Opportunity laws and regulations;

D. Comply with Section 808(e)(5) of the Fair Housing Act. HUD has a statutory duty to affirmatively promote fair housing and requires the same of its funding sub-recipients. Sub-recipients will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status. Examples of affirmatively furthering fair housing include: (1) marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency; (2) making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities (see, for example, HUD's rule on effective communications at 24 CFR §8.6); (3) providing fair housing counseling services or referrals to fair housing agencies; (4) informing participants of how to file a housing discrimination complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777; and (5) recruiting landlords and service providers in areas that expand housing choice to program participants if applicable;

E. Comply with requirements of 24 CFR Part 35 concerning the Lead-Based Paint Hazard requirements;

F. Shall meet the requirements of the Americans with Disabilities Act 1990;

G. Comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21;

H. Comply with requirements of 24 CFR §576.57(d) regarding Conflict of Interest requirements; and

I. Comply with requirements 24 CFR §576.406 regarding faith-based activities.

PART IV-PROGRAM SANCTIONS

A. Shall accept Program Sanctions if the following issues or concerns occur:

1. Sub-recipient is not on target to expend ESG allocation within timeframes stated in Section 1, Part I(B) of this Notice;
2. Sub-recipient has not provided copies of required documents as requested in Section 1, Part II(D) of this Notice;
3. Sub-recipient has been late in providing, at least quarterly, draw reimbursement requests and client data reports as reflected in Section 1, Part I(M) of this Notice;
4. Sub-recipient has been late in providing annual reports that are due within 20 days of the end of each fiscal year;
5. Sub-recipient has not met requirements of Section 1, Part V of this Notice pertaining to HMIS requirements;
6. Sub-recipient has expended funds for ineligible costs; or

7. The Division has been contacted by another Agency, including a federal, state, or local jurisdiction, foundation, non-profit agency, or other grant funder, with concerns that the sub-recipient is noncompliant in one or more of their programs and the noncompliance is of such concern that the Division feels that Sanctions are in order.

B. Sanctions for noncompliance with the above may include, but is not limited to:
   1. A warning letter regarding further Sanctions for continued noncompliance;
   2. Conditioning of a future grant award;
   3. Directives to stop incurring certain costs;
   4. Retraction of remaining grant funds;
   5. Requirement to repay certain grant amounts spent ineligibly;
   6. Reducing the level of funds a sub-recipient may otherwise be entitled to, including other Grant Programs funded by the Division; or
   7. Electing not to provide future funds until appropriate actions is taken to ensure compliance, including other Programs funded by the Division.

PART V-
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) AND CENTRALIZED/COORDINATED INTAKE AND REFERRAL SYSTEM

A. Agrees to participate in the local Homeless Management Information System (HMIS) (or comparable database if a victim services provider) including collecting and entering the required Data Elements for clients served with ESG funds within one (1) week of assistance. Furthermore, sub-recipient agrees to provide program staff access to training when requested by the HMIS Lead Agency or the Division. The Division may delay reimbursement of funding if it is determined that a sub-recipient is not entering client information into the selected HMIS database as required;

B. If a shelter, agrees to collect and enter required Data Elements for clients served in shelters regardless if funds are expended;

C. Agrees to appoint a point-of-contact and an HMIS Security Officer (if required by new HMIS regulations) and shall provide contact information to the HMIS Lead Agency;

D. Shall be responsible for understanding and ensuring the sub-recipient and all Users abide by the following policies:
   1. HMIS Memorandum of Understanding executed between the sub-recipient and HMIS Lead Agency;
   2. HMIS Notice of Privacy Practices;
   3. HMIS Standard Operating Procedures;
   4. Agency Data Sharing Agreement (see paragraph E below);
   5. HMIS Agency Partnership Agreement;
   6. Requirement to track client recidivism, length of stay, documentation of case notes demonstrating client eligibility in HMIS; and
   7. Any other policies or procedures issued by the HUD, the Division, HMIS Lead Agency, HMIS Grantee, HMIS Steering Committee or local Continuum of Care;

E. Agrees to complete the HMIS Self-Assessment Worksheet annually and submit a copy of the completed and executed document to the Division. A copy shall then be provided to the HMIS Steering Committee or designated HMIS Lead Agency. As part of this process the Executive Director or designated staff shall review HMIS authorization forms, privacy notices, desk signage, release forms, written complaint policies, and other applicable forms or notices to ensure the most recent, accurate and updated information is provided to households receiving ESG assistance. Sample notices and

forms can be downloaded from the HMIS Lead Agency website;

F. Shall execute a Data Sharing Agreement with the HMIS Lead Agency to ensure duplication of services do not occur at a statewide level;

G. Shall utilize HMIS to track goals and document outcomes for ESG programs. The Executive Director or designated staff shall review HMIS data and available internal reports at least monthly for accuracy of user input, and to ensure data quality standards are met. Furthermore, sub-recipient shall review reports provided by the HMIS Lead Agency and shall correct errors or issues as needed. ***Data quality percentage rates for "missing data" shall not be less than 90% for clients entered into HMIS*;**

H. Shall cooperate with entities conducting HMIS monitoring visits, including Division staff, the HMIS Lead Agency, the HMIS Grantee, or a member of the HMIS Steering Committee. Sub-recipients shall download and complete the current HMIS Self-Assessment Checklist from the HMIS Lead Agency's website and have it available for review during the site visit;

I. Shall comply with the requirement of 24 CFR §576.400(d) that states "Once the Continuum of Care has developed a centralized assessment system or a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use and or participate in that assessment system. The sub-recipient must work with the Continuum of Care to ensure the screening, assessment and referral of program participants are consistent with the written standards developed by the sub-recipient. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system".

SECTION 2

ATTACHMENTS 1-8

Complete (if applicable), execute and return all Attachments reflected in this Section 2 with the ESG Award Notice.

Attachment 1 – Certification Regarding Drug-Free Workplace Requirements: Signed and Attached ☐

Attachment 2- Certification Regarding Sub-Recipient Lobbying Requirements: Signed and Attached ☐

Attachment 3 – Certification Regarding Fair Housing Requirements of Sub-Recipients: Signed and Attached ☐

Attachment 4 – ESG Privacy Policy Notice: Signed and Attached ☐

Attachment 5 – ESG Conflict of Interest Policy: Signed and Attached ☐

Attachment 6 – ESG Client Termination and Grievance Policies: Signed and Attached ☐

Attachment 7 – Maintenance of Effort Cert for Units of General Purpose Local Governments: Signed and Attached ☐

Attachment 8 – ESG Line of Credit Authorization Form: Completed and Attached ☐

ATTACHMENT 1

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Sub-Recipient:	Lyon County Human Services
Grant Program Name:	ESG Program
CFDA Number:	14.231
Grant Period:	July 1, 2024 – June 30, 2026

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above: _____

Applicants awarded funds from HUD are required to provide a drug-free workplace. Compliance with this requirement means that the applicant will:

1. Publish a statement notifying employees that it is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the applicant's workplace and that such activity is prohibited. The statement must specify the actions that will be taken against employees for violation of this prohibition. The statement must also notify employees that, as a condition of employment under the federal award, they are required to abide by the terms of the statement and that each employee must agree to notify the employer in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace, no later than 5 calendar days after such conviction;

2. Establish an ongoing drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The applicant's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, or employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Notify the Division in writing within 10 calendar days after receiving notice from an employee of a drug abuse conviction or otherwise receiving actual notice of a drug abuse conviction the information reflected under (a), (b), (c) and (d) of this paragraph. The notification must be provided in writing to Nevada Housing Division, 1830 E. College Parkway, Suite 200, Carson City NV 89706. Once notified the Division will be required to notify HUD's Office of Strategic Planning and Management, Grants Management and Oversight, Department of Housing and Urban Development, 451 7th Street, SW, Room 3156, Washington DC 20410-3000, along with the following information:
   a. The program title and award number for each HUD award covered;
   b. The HUD staff contact name, telephone and fax numbers;
   c. A grantee contact name, telephone and fax numbers; and
   d. The convicted employee's position and title;

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (continued)

4. Require that each employee engaged in the performance of the federally funded award be given a copy of the drug-free workplace statement required in item (1) above and notify the employee that one of the following actions will be taken against the employee within 30 calendar days of receiving notice of any drug abuse conviction:
   a. Institution of a personnel action against the employee, up to and including termination consistent with requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
   b. Imposition of a requirement that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

5. Identify to the agency making the award all known workplaces under the award. Your workplace identification must include the actual address of buildings or other sites where work under the award will take place. You must also inform the agency of any workplace changes during the performance of the award. Your identification of the workplaces must occur either:
   a. At the time of application or upon award; or
   b. In documents that you keep on file in your offices during performance of the award, in which case you must make the information available for inspection upon request by the agency.

Please list below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (includes street address, city, county, state, zip code for each site):

_____

_____

_____

I agree to comply with federal requirements above and certify programs and services will be administered, in good faith, to endure that the workplace and/or facility is free from the illegal use, possession or distribution of drugs or alcohol by its beneficiaries.

Certified by:

_____

Signature of Sub-recipient Representative

_____ _____

Printed Name/Title Date

ATTACHMENT 2

CERTIFICATION REGARDING SUB-RECIPIENT LOBBYING REQUIREMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.

Certified by:

_____

Signature of Sub-recipient Representative

_____ _____

Printed Name/Title Date

ATTACHMENT 3

CERTIFICATION REGARDING FAIR HOUSING REQUIREMENTS OF EMERGENCY SOLUTIONS GRANT SUB-RECIPIENTS

The undersigned certifies that the sub-recipient shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR §5.105(a) and §576.407(a) and (b):

1. The sub-recipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the sub-recipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, ***the sub-recipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and service;***

2. The sub-recipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, sub-recipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons; and

3. The sub-recipient will document compliance with the above requirements by:

    - Maintaining records demonstrating compliance with the nondiscrimination and equal opportunity requirements under 24 CFR §576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds along with the affirmative outreach requirements in §576.407(b).

Certified by:

_____

Signature of Sub-recipient Representative

_____ _____

Printed Name/Title Date

ATTACHMENT 4

EMERGENCY SOLUTIONS GRANT PROGRAM
Privacy Policy Notice

This is a policy statement regarding the State of Nevada's Privacy Policy for the Emergency Solutions Grant Program through the Nevada Housing Division. This Privacy Policy shall be implemented by the Division and all sub-recipients.

A. What This Notice Covers

1. This Notice describes the privacy policy and practices to be implemented by the Division and its sub-recipient service providers of the Emergency Solutions Grant Program. The policy and practices in this Notice cover the processing of personal information for clients participating in the ESG program, including data entered into HMIS, and must be included as part of the sub-recipient's policies and procedures.

    a. Protected Personal Information (PPI) is any information that a sub-recipient maintains about a client that: Allows identification of an individual directly or indirectly;
    b. Can be manipulated by a reasonably foreseeable method to identify a specific individual; or
    c. Can be linked with other available information to identify a specific client. When this notice refers to "personal information" it means PPI.

2. The State and all sub-recipients shall adopt this policy in accordance with the HMIS Data and Technical Standards issued by the U.S. Department of Housing and Urban Development, the HMIS Steering Committee, and Bitfocus, Inc. acting as the HMIS Lead Agency for training and HMIS implementation.

3. This notice will identify how the State and sub-recipients will process personal information. All shall follow the policy and practices described in this notice, and include them in the agency's formal Privacy Policy Notice executed by the client.

4. This Notice shall be amended as policies or practices change. Amendments may affect personal information that is obtained before the effective date of an Amendment. Sub-grantees will be notified of new notices at least 30 days prior to taking effect.

5. The Division will provide a written copy of this privacy notice to any individual or organization that requests one.

B. How and Why Service Providers Collect Personal Information

1. The Division and its sub-recipient service providers shall collect personal information only when appropriate to provide services or for another specific purpose of the agency, or when required by law. Providers may collect information for the following purposes:

    a. To provide or coordinate services to a client;
    b. To locate other programs that may be able to assist a client;

c. For functions related to payment or reimbursement from others for services that are provided;
d. To operate the agency and its programs, including legal activities, audits, personnel oversight, contract monitoring, program evaluation, and other management and/or administrative functions;
e. To comply with government and funder reporting obligations;
f. For research, data analysis, and community reporting purposes; and
g. When required by law.

2. The Division and its sub-recipient service providers only use lawful and fair means to collect personal information.

3. The Division and its sub-recipient service providers normally collect personal information with the knowledge or consent of clients. If a client seeks assistance and provides personal information, there shall be the assumption that the client consents to the collection of information as described in this Notice and that data may be entered into HMIS.

4. The State and its sub-recipient service providers may also obtain information about a client from other available sources such as:

   a. Individuals who accompany the clients, such as a guardian, caretaker, or advocate;
   b. Other private organizations that provide services to the client;
   c. County and other government agencies such as state and local mental health providers, Department of Health and Human Services, etc.; and
   d. Telephone directories and other published sources.

5. A sign shall be posted at each intake desk or other location explaining the reasons a client is asked for personal information. The signage shall be obtained from Bitfocus, Inc. and shall say:

> ***"We collect personal information directly from you for reasons that are discussed in our privacy statement. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.***
>
> ***Nosotros colectamos información personal directamente de usted por razones que se explican en nuestra declaración de privacidad. Podríamos tener que colectar cierta información personal por ley o por las organizaciones que nos dan dinero para operar este programa. Otra información personal que colectemos es importante para realizar nuestros programas, para mejorar los servicios para las personas sin hogar y para comprender mejor las necesidades de las personas sin hogar. Solo colectamos información que consideramos conveniente."***

C. How the Division and Sub-Recipient Service Providers Will Use and Disclose Personal Information

1. Personal information will be used for activities described in this part of the Notice. As necessary, the Division or its sub-recipient service providers may or may not make any of these uses or disclosures. It shall be assumed that the client consents to the use or disclosure of personal information for the purposes described here and for other uses and disclosures that is determined to be compatible with these uses or disclosures:
   a. To provide or coordinate services for individuals to help them obtain or retain services. Service providers may share client records (with consent) with other organizations that may have separate privacy policies and that may allow different uses and disclosures of the information;
   b. For functions related to payment or reimbursement for services;
   c. To carry out administrative functions such as audits, oversight and management of the HPRP program, including the maintenance and operation of HMIS;
   d. To create de-identified (anonymous) information that can be used for research and statistical purposes without identifying clients;
   e. When required by law to the extent that use or disclosure complies with and is limited to the requirements of law;
   f. To avert a serious threat to health or safety if:
      i. It is believed that use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of an individual or the public; and
      ii. The use or disclosure is made to a person reasonably able to prevent or lessen the threat, including the target of the threat;
   g. To report about an individual that is reasonably believed to be a victim of abuse, neglect, or domestic violence to a government authority (including a social service or protective services agency) authorized by law to receive reports of abuse, neglect, or domestic violence under any of the following circumstances:
      i. Where the disclosure is required by law and the disclosure complies with and is limited to the requirements of the law;
      ii. If the individual agrees to the disclosure; or
      iii. To the extent that the disclosure is expressly authorized by statute or regulation:
         1. it is believed the disclosure is necessary to prevent serious harm to the individual or other potential victims; or
         2. if the individual is unable to agree because of incapacity, then a law enforcement or other public official authorized to receive the report represents that the agency for which disclosure is sought is not intended to be used against the individual and that an immediate enforcement activity that depends upon the disclosure would be materially and adversely affected by waiting until the individual is able to agree to the disclosure; and
      iv. When the agency makes a permitted disclosure about a victim of abuse, neglect, or domestic violence, they will promptly inform the individual who is the victim that a disclosure has been or will be made, except if:
         1. In the exercise of professional judgment it is believed informing the individual would place them at risk of serious harm, or
         2. The agency would be informing a personal representative (such as a family member or friend), and reasonably believes the personal

representative is responsible for the abuse, neglect or other injury, and that informing the personal representative would not be in the best interests of the individual as determined in the exercise of professional judgment;

h. For academic research purposes, release of personal information will only be allowed if research is:
   i. Conducted by an institution that has a formal relationship with the Division or its sub-recipient service providers, as long as the research is conducted by either:
      1. An individual employed by or affiliated with the Division or sub-recipient service provider for use in a research project conducted under a written research agreement approved in writing the Division; or
      2. An institution for use in a research project conducted under a written research agreement approved in writing by a sub-recipient Executive Director; and
   ii. The formal relationship is contained in a written research agreement that must
      1. Establish rules and limitations for the processing and security of personal information in the course of the research;
      2. Provide for the return or proper disposal of all personal information at the conclusion of the research;
      3. Restrict additional use or disclosure of personal information, except where required by law;
      4. Require that the recipient of data formally agree to comply with all terms and conditions of the agreement; and
      5. Not be a substitute for approval, if appropriate, of a research project by an Institutional Review Board, Privacy Board, or other applicable human subject's protection institution;

i. To a law enforcement official for a law enforcement purpose (if consistent with applicable law and standards of ethical conduct) under any of the following circumstances:
   i. In response to a lawful court order, court-ordered warrant, subpoena, or summons issued by a judicial officer, or a grand jury subpoena; and
   ii. If the law enforcement official makes a written request for personal information that:
      1. Is signed by a supervisory official of the law enforcement agency seeking personal information;
      2. States that the information is relevant and material to a legitimate law enforcement investigation;
      3. Identifies the personal information sought;
      4. Is specific and limited in scope to the extend reasonably practicable in light of the purpose for which the information is sought; and
      5. States that de-identified information could not be used to accomplish the purpose of the disclosure;
   iii. If it is believed in good faith that the personal information constitutes evidence of criminal conduct that occurred on Division or its sub-recipient service provider's premises;
   iv. In response to an oral request for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person, and the personal information disclosed consists only of name, address, date of birth,

place of birth, social security number, and distinguishing physical characteristics; and

v. If the official is an authorized federal official seeking personal information for the provision of protective services to the President or other person authorized by 18 U.S.C. §3056, or to foreign heads of state or other persons authorized by 22 U.S.C §2709(a)(3), or for the conduct of investigations authorized by 18 U.S.C §§871 and 879 (threats against the President and others); and if the information requested is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought; and

j. To comply with governmental reporting obligations for homeless management information systems and for oversight of compliance with homeless management information system requirements.

2. Before any use or disclosure of a client's personal information not described in this notice, the Division or its sub-recipient service providers will seek client consent first.

D. <u>How to Inspect and Correct Personal Information</u>

1. A client may wish to inspect and have a copy of personal information maintained by the Division or its sub-recipient service providers. The Division and/or its sub-recipient service providers will respond to any such request within a reasonable time frame, usually two to three business days.

2. The Division or its sub-recipient service providers will consider a request from a client for correction of inaccurate or incomplete personal information that is maintained. If agreed that the information is inaccurate or incomplete, the Division or its sub-recipient service providers may delete it or chose to mark it as inaccurate or incomplete and will supplement it with additional information.

3. To inspect, receive a copy of, or ask for correction of personal information, a client may ask and ESG staff member. The appropriate staff member will be located to assist with the review and/or correction of the file within a reasonable time period, usually two to three business days.

4. The Division or its sub-recipient service providers may deny a request for inspection or copying of personal information if:
   a. The information was compiled in reasonable anticipation of litigation or comparable proceedings;
   b. The information is about another individual (other than a health care provider or homeless provider);
   c. The information was obtained under a promise or confidentiality (other than a promise from a health care provider or homeless provider) and if the disclosure would reveal the source of the information; or
   d. Disclosure of the information would be reasonably likely to endanger the life or physical safety of any individual.

5. If the Division or its sub-recipient service provider denies a request for access or correction, there will be included an explanation of the reason for the denial. The Division or its sub-recipient will also include, as part of the personal information that is maintained, documentation of the request and the reason for denial.

6. The Division or its sub-recipient service provider may reject repeated or harassing requests for access or correction.

E. Data Quality

1. The Division and its sub-recipient service providers collect only personal information that is relevant to the purposes stated in this Notice or as required for reporting to funders. To the extent necessary, the Division and its sub-recipient service providers seek to maintain only personal information that is accurate, complete, and timely.

2. The Division or its sub-recipient service providers or the HMIS Lead Agency may dispose of personal information not in current use seven years after the information was created or last changed. As an alternative to disposal, the Division or its sub-recipient service providers, or the HMIS Lead Agency may choose to remove identifiers from the information so that the data can be maintained for analysis purposes.

3. The Division or its sub-recipient service providers, or the HMIS Lead Agency may keep information for a longer period if required to do so by statute, regulation, contract or other requirement.

F. Complaints and Accountability

1. The Division and its sub-recipient service providers accept and consider questions or complaints about client privacy and security policies and practices. The client has the right to be heard if he or she believes that confidentiality rights have been violated, if a client has been denied access to personal records, or the client has been put at personal risk, or harmed. The Division and its sub-recipient service providers have established a formal grievance process for use in such circumstances. To file a complaint or grievance, a client may request a copy of the process from the Division's website at www.nvhousing.state.nv.us, by calling the Division at 775-687-2040, or by contacting the applicable sub-recipient service provider.
   For a complaint or grievance against data collected for the HMIS database, clients may obtain a Client Grievance Form at http://www.miner-hmis.com/client-forms/. Forms may be submitted to the following:
   Bitfocus, Inc. - HMIS Lead Agency
   Via FAX to: (702) 991-1881
   Via US Mail to:
   Bitfocus, Inc.
   9101 W. Sahara Ave #105-158
   Las Vegas, NV 89117

2. Staff members of the Division and its sub-recipient service providers, including employees, volunteers, affiliates, contractors and associates, are required to comply with this privacy notice. Each staff member must receive and acknowledge received of a copy of this notice.

G. Privacy Notice Change History

Each copy of this Notice will have a history of changes made to the document. This document's change history is as follows

Version 1.0 July 1, 2012

The undersigned certifies that the sub-recipient shall comply with this Privacy Policy and shall adopt a similar policy for the agency and will be provided to program staff:

Certified by:

_____

Signature of sub-recipient representative

_____ _____

Printed Name/Title Date

ATTACHMENT 5

EMERGENCY SOLUTIONS GRANT PROGRAM
Conflict-of-Interest Policy

This is a policy statement regarding State of Nevada's Conflict-of-Interest Policy for the Emergency Solutions Grant Program through the Nevada Housing Division. This Policy shall be implemented by the Division and its sub-recipients.

A. Organizational conflicts of interest

The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Division, the sub-recipient, or a parent or subsidiary of the sub-recipient. No sub-recipient may, with respect to individuals or families occupying housing owned by the sub-recipient, or any parent or subsidiary of the sub-recipient, carry out the initial evaluation required pursuant to 24 CFR §576.401, or administer homelessness prevention assistance as reflected under 24 CFR §576.103.

B. Individual conflicts of interest

For procurement of goods and services, the Division and its sub-recipients must comply with the codes of conduct and conflict of interest requirements under 24 CFR §85.36 (for governments) summarized at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536, and 24 CFR §84.42 (for private non-profits) summarized at http://cfr.vlex.com/vid/84-42-codes-conduct-19925063. For all other transactions and activities, the following restrictions apply:

1. Conflicts Prohibited:
No person described in paragraph B(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

2. Person Covered:
The conflict of interest provisions of paragraph B (1) of this section apply to any person who is an employee, agency, consultant, officer, or elected or appointed official of the Division or its sub-recipients.

3. Exceptions:
Upon the written request by the Division, HUD has stated that they may grant an exception to the provisions of this rule on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph B(3)(ii), provided that the Division has satisfactorily met the threshold requirements of paragraph B(3)(i).

i. *Threshold requirements.* HUD will consider an exception only after the Division has provided the following documentation:

   a. If the Division or its sub-recipient is a government, disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

   b. An opinion of the Division's attorney that the interest for which the exception is sought would not violate state or local law.

ii. *Factors to be considered for exemptions.* In determining whether to grant a requested exception after the Division has satisfactorily met the threshold requirements under paragraph B(3)(i), HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of the Division or its sub-recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

   a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

   b. Whether an opportunity was provided for open competitive bidding or negotiation;

   c. Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;

   d. Whether the interest or benefit was present before the affected person was in the position described in paragraph B(1);

   e. Whether undue hardship results to the Division, the sub-recipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and

   f. Any other relevant considerations.

C. Contractors

All contractors of the Division or sub-recipient must comply with the same requirements that apply to sub-recipients.

D. Additional Requirements for ESG sub-recipients and contractors

Sub-recipient Conflict-of- Interest policies must also include instructions to staff that may be in the situation of needing assistance themselves, or providing assistance to close friends or family members, to ensure that ESG funds are not used inappropriately. Sub-recipient staff must be aware of the sub-recipient's Policy, evidenced by their signature, that they have received a copy of the Policy. The original executed copy shall be maintained in the ESG program file.

E. Conflict of Interest Change History

Each copy of this Notice will have a history of changes made to the document. This document's change history is as follows:

Version 1.0 July 1, 2012

The undersigned certifies that the sub-recipient shall comply with this Conflict-of-Interest Policy and shall adopt a similar policy for the agency which will be provided to program staff:

Certified by:

_____

Signature

_____ _____

Printed Name/Title Date

ATTACHMENT 6

EMERGENCY SOLUTIONS GRANT PROGRAM
Client Termination and Grievance Policies

HUD requires sub-recipients to develop formal Termination and Grievance Policies and to instruct agencies providing Emergency Solutions Grant (ESG) Program funds to do the same. Agency Termination and Grievance Policies will be reviewed as part of the Division's ESG monitoring site visit.

The following is the Division's policies regarding both termination of ESG assistance and the process for clients to pursue challenges to an agency's decision to deny ESG assistance as reflected in the ESG Policies and Procedures manual.

Termination Policy:

Sub-recipients may terminate assistance to a program participant who violates program requirements. Sub-recipients may resume assistance to a program participant whose assistance was previously terminated. In terminating assistance to a program participant, the sub-recipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. The process, at a minimum, should consist of:

- Written notice to the program participant containing a clear statement of the reasons for termination;
- A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- Prompt written notice of the final decision to the program participant.

Sub-recipients must also make every effort to ensure that clients discharged from ESG assistance, either due to termination due to violation of program requirements or because a program participant has reached the maximum number of months that they are eligible for assistance, are not discharged into the streets or into an unstable housing situation.

Grievance Policy:

Each sub-recipient is required to establish a formal process, in writing and available to potential clients, that includes necessary steps needed to challenge an agency's decision to deny ESG assistance. The procedure should contact information at the local agency, Division if funds were allocated from the State, and the HUD contact in San Francisco.

Denial of assistance may include, but is not limited to, the individual or household's ineligibility for the program or failure to provide verifiable evidence of eligibility, etc. Sub-recipients must have a procedure that governs applicant denial and grievance processes. These procedures should describe the program requirements and how an applicant did not qualify or was denied. The grievance procedure could be the same as a program participant terminated. This would include, for example, allowing applicants to request a hearing regarding the termination of their denial. The termination, denial, and grievance procedures should be readily available to participants either in written information or by posting the in a public place. It is critical to the nature of ESG and transparency to effectively communicate these procedures to program participants and ensure that the procedures are fully understood.

Staff members of the Division and its sub-recipient service providers, including employees, volunteers, affiliates, contractors and associates, are required to comply with this grievance policy. Each staff member must receive and acknowledge received of a copy of this notice. The original copy shall be maintained in the sub-recipients ESG Program File.

The undersigned certifies that the sub-recipient shall adopt a similar policy that shall be provided to members of the public if requesting assistance with ESG funds, regardless of whether or not the applicant is accepted into the ESG program:

Certified by:

_____

Signature

_____ _____

Printed Name/Title Date

ATTACHMENT 7

MAINTENANCE OF EFFORT CERTIFICATION FOR UNITS OF GENERAL PURPOSE LOCAL GOVERNMENTS

The unit of general purpose local government certifies that the Emergency Solutions Grant funds allocated with this Award Notice for Street Outreach, Emergency Shelter Operations, or Emergency Shelter Essential Services ***will not replace**** funds that were provided by the unit of local government for emergency shelter or street outreach activities during the previous twelve (12) months, per requirements reflected in 24 C.F.R. Part §576.101(c) which states:

"If the recipient or sub-recipient is a unit of general purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit."

Certified by:

_____

Printed Name of Local Government Authorized Representative

_____

Title

_____

Authorized Representative Signature

ATTACHMENT 8

State of Nevada
DEPARTMENT OF BUSINESS & INDUSTRY
Housing Division
1830 E. College Pkwy, Ste. 200, Carson City NV 89706
(775) 687-2240 / (800) 227-4960
Fax (775) 687-4040
www.housing.nv.gov

EMERGENCY SOLUTIONS GRANT PROGRAM

Line of Credit Authorization

Pursuant to the Emergency Solutions Grant Program Guidelines, the following person(s) is/are authorized to execute drawdown functions and deliver all instruments required by or contemplated in connection therewith on behalf of the below named administrative agent:

Administrative Agent: Address: Phone: Tax ID #:	Type of function: (mark one) 1 ☐ New User(s) 2 ☐ Recertify Existing User(s) 3 ☐ Terminate Authority
Authorized User's Name/Title	Authorized User's Signature

I authorize the above-identified person(s) to drawdown funds on behalf of the above-referenced administrative agent according to the Emergency Solutions Grant Program Guidelines:

_____ _____
Administrative Agent Signature Date

_____
Title

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
11.g

Subject:
For Possible Action: Approve State Engineer's budget for the supervision of Lyon County's Groundwater Basins for the Fiscal Year July 1, 2025 to June 30, 2026.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve State Engineer's budget for the supervision of Lyon County's Groundwater Basins for the Fiscal Year July 1, 2025 to June 30, 2026

ATTACHMENTS

- Groundwater Basin Assessment FY25-26

Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Joe Lombardo, *Governor*
James A. Settelmeyer, *Director*
Adam Sullivan, P.E., *State Engineer*

March 7, 2025

Board of County Commissioners
Lyon County
27 South Main Street
Yerington, Nevada 89447
Certified Mail: 9489 0090 0027 6598 0222 60

To Whom it May Concern:

Pursuant to the provisions of NRS 534.040(2), it is respectfully requested that you levy a special assessment on all taxable property situated within the confines of the Groundwater Basins located within Lyon County, for the Fiscal Year July 1, 2025, to June 30, 2026. Pursuant to NRS 534.040(2) If the assessment is less than the cost of collection, the County Commissioners may exempt the property owner from assessment and appropriate money from the general fund of the county to pay the cost of assessment.

Please see the list below that pertains to all Basins within Lyon County that require this special assessment. This assessment is charged as an All-Taxable Parcel (AP):

Basin Name (Basin #)	Total Assessed
Fernley Area (076)	$10,000.00
Churchill Valley (102)	$12,500.00
Dayton Valley (103)	$24,000.00
Total	**$46,500.00**

The amount of $46,500.00 will be required for the payment of necessary expenses for supervision of the groundwater basins listed above, which includes but is not limited to: special studies, water level measurements, crop/pumpage inventories, field investigations, aquifer tests, well driller inspections, intent to drill card and well log review, associated data collection and management.

We are enclosing a certificate to be signed and returned indicating that the assessment rates necessary to support the proposed budget have been acted on by the County Commission and that the amount has been certified to the Assessor.

Sincerely,

Adam Sullivan P.E.

Adam Sullivan, P.E.
State Engineer

AS/kw
Enclosure: Return Certificate

cc: Staci Lindberg, CTLyon@lyon-county.org

Adam Sullivan, P.E., State Engineer
Division of Water Resources
901 S. Stewart Street, Suite 2002
Carson City, Nevada 89701

Dear Mr. Sullivan:

I hereby certify that the State Engineer's budget for payment of necessary expenses for the supervision over the waters of the Lyon Counties Groundwater Basin for the Fiscal Year July 1, 2025, to June 30, 2026, in the amount of Forty-Six Thousand Five Hundred Dollars ($46,500.00), has been received by Lyon County in accordance with the provisions of NRS 534.040.

The assessment rate necessary to support the proposed budget was acted upon by the COUNTY COMMISSIONERS OF LYON COUNTY on the _____ day of _____, 20____, and the amount contained therein was certified to the ASSESSOR OF LYON COUNTY.

Respectfully submitted,

_____
COUNTY CLERK

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
12.a

Subject:
For Possible Action: Appoint up to one member to the Smith Valley Advisory Board with a term expiring December 31, 2026.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Rusty Williams, Application

Lyon County
Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
- ☐ 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: Rusty Williams

Address: 62 Artist View Dr

Phone: 7754651130 Email: nevada_rusty@outlook.com

How long have you been a resident of Lyon County? 9 years NV

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:

N/A

Education and/or training relevant to the position you are applying for:
Life

Explain briefly why you would like to be appointed to this board or commission:
Very interested in maintaining the atmosphere of this great community.

I certify that, to the best of my knowledge, the information I provided in this application is true. If the information provided is false or incomplete, it shall be sufficient cause for disqualification or removal, if appointed. I acknowledge that, if appointed, I am required to: 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: Rusty Williams Date: 03/07/2025

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: Rusty Williams Date: 03/07/2025

Please return the application to:

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

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
12.b

Subject:
For Possible Action: Appoint up to one member to the Silver City Advisory Board with a term expiring December 31, 2026.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- April Van Wyke Application

Lyon County
Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ☐ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
- ☐ 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: April Van Wyke

Address: PO Box 133, Silver City, NV 89428

Phone: 775720-6062 Email: vwapril@gmail.com

How long have you been a resident of Lyon County? 2022-present; 2009-2016

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:
(none)

Education and/or training relevant to the position you are applying for:
(none)

Explain briefly why you would like to be appointed to this board or commission:
I want to support democratic processes in our society by representing our small community in local government.

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: 02/12/2025

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: 02/12/2025

Please return the application to:

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

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
12.c

Subject:
For Possible Action: Appoint up to one member to the Central Lyon Parks & Recreation Board with a term expiring December 31, 2026.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Shannon Guest Application

Lyon County
Application to Serve on an Advisory Board

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

Check the Board or Commission for which you are applying:

- ☐ 911 Surcharge Committee
- ☐ Advisory Board to Manage Wildlife
- ☐ Animal Control Advisory Board
- ■ Central Lyon Park & Recreation Board
- ☐ Central Lyon Vector Control Board
- ☐ Dayton Regional Advisory Board
- ☐ Dayton Valley Events Center Board
- ☐ Debt Management Commission
- ☐ 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: Shannon Guest

Address: 81 Klamath Rd, Dayton, NV 89403

Phone: 775-315-3051 Email: shannon.guest@icloud.com

How long have you been a resident of Lyon County? 1 year 10 months

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:

I don't currently serve on any other boards or commissions.

Education and/or training relevant to the position you are applying for:

I hold an Ed.S. in Educational Technology and a Master of Arts in Education. I have been a teacher for over 20 years. I also own my own business that provides firearm training.

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

I have children and love our community. I would like to ensure that we have resources that attract young families to our community that are safe, clean and accessible. If Lyon County can provide exceptional resources for our residents, we keep them active in their own community, rather than traveling to nearby cities (e.g. Carson City, Minden) to access their resources.

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: Shannon Guest Digitally signed by Shannon Guest Date: 2025.02.11 20:44:44 -08'00' Date: 2/11/2025

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: Shannon Guest Digitally signed by Shannon Guest Date: 2025.02.11 20:44:53 -08'00' Date: 2/11/2025

Please return the application to:

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

Via email: elopez@lyon-county.org

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
13.a

Subject:
For Possible Action: Approve a roof replacement for the old Courthouse in Yerington in the amount of $100,000, to be funded by a budget transfer from the General Fund contingency.

Summary:
This was originally budgeted in fiscal year 2023-2024 in the amount of $100,000. Facilities decided to try spot repairs instead of a roof replacement in that fiscal year. However, the roof has reached the end of its useful life and should be replaced so that we don't have structural or other damage from leaks.

Facilities is estimating that the work can be completed before June 30, 2025.

Financial Department Comments:
I recommend that this be funded from a budget transfer from the General Fund contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a roof replacement for the old Courthouse in Yerington in the amount of $100,000, to be funded by a budget transfer from the General Fund contingency.

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
13.b

Subject:
For Possible Action: Approve a contract with Design Workshop, Inc. to develop a master plan for the Mark Twain Park in the amount of $22,100 with funding to come from a budget transfer from the General Fund contingency.

Summary:
Approve a contract with Design Workshop, Inc. to develop a master plan for the Mark Twain Park in the amount of $22,100 with funding to come from a budget transfer from the General Fund contingency. We contacted 3 firms for proposals and 2 responded and were interviewed. After interviews and reviewing their portfolios, we decided on Design Workshops, Inc.

Financial Department Comments:
This would be funded from a budget transfer from the General Fund contingency. This is needed to properly allocate park construction taxes to projects.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract with Design Workshop, Inc. to develop a master plan for the Mark Twain Park in the amount of $22,100 with funding to come from a budget transfer from the General Fund contingency.

ATTACHMENTS

- Design Workshop Mark Twain Park MP Proposal
- Wilson Engineers Mark Twain Park MP Proposal

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

PO Box 5666 /
128 Market Street
Suite 3E
Stateline, NV 89449
775-588-5929

designworkshop.com

Project Description
This project is to assist Lyon County staff with the preparation of a master plan showing potential future improvements for Mark Twain Park at 121 Roughing It Rd, Dayton, NV. The master plan will include items such as parking improvements, optimized sports fields, walking paths, restroom buildings, and fencing.

Lyon County responsibilities:

- Lead stakeholder and public engagement process
- Provide available base information including topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc. If this information is not available, we will compile publicly available data for a base map.
- Review all relevant literature, reports and plans previously prepared for the surrounding area and summarize the impacts on this master planning effort.

Design Workshop responsibilities:

- Prepare graphic images illustrating the future improvements in plan view and representative photos/rendering of proposed park elements.
- Format the master plan document in Adobe InDesign
- Prepare opinion of probable cost based on input from County staff

Task One – Conceptual Master Plan

This phase of work is to test program goals with site conditions and create a conceptual master plan concept. Based on input collected by the County, we will develop a preferred concept that will be used in the master plan document. The specific tasks to be completed are as follows:

1. Visit the site with County staff to become familiar with the site conditions such as existing conditions, slopes, views and context surrounding the park. Field-verify base map information, including the limits of existing improvements and existing buildings. Photographs will be taken documenting the condition of existing conditions.
2. Prepare a draft conceptual master plan showing potential locations for future improvements, to be reviewed with County Staff and stakeholders.
3. Prepare a park program list and photo images depicting potential improvements shown in the conceptual master plan.

Deliverables:

- Draft Conceptual Master Plan
- Image boards showing potential program elements
- Preferred Master Plan (color illustrative)

Task Two – Opinion of Probable Costs
Based on the preferred master plan, Design Workshop will assist County staff to prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.

1. Provide an opinion of probable construction costs with quantity calculations for each major park element.

Deliverables:
- Master Plan level opinion of probable site/landscape construction cost.

Task Three – Document Preparation
The Master Plan will incorporate all the work done to date and will be formatted in Adobe InDesign. We will provide a draft mockup of the document at the beginning of the task to ensure we are including the necessary information needed. It is expected the document be approximately 12-15 pages and will include the following sections:
- Introduction
- Existing park conditions and existing amenities
- Purpose, goals, objectives of the Master Plan (text by County staff)
- Preferred Master Plan
- Example images, renderings, photos of proposed park elements
- Cost estimate, considering the impact of limitations on the amount of funding available for implementation and phasing. (text by County staff)
- Appendices as needed

Deliverables:
- PDF and InDesign files of the master plan document.
- Attendance at up to two (2) meetings with the Lyon County Board of Commissionaires and/or Parks and Recreation Board.

SCHEDULE
Design Workshop is prepared to begin work immediately upon receipt of a signed copy of this proposal from an authorized owner's representative.

FEES AND EXPENSES

Basic services
Compensation to Design Workshop for the services described herein and in accordance with the Conditions of this Agreement shall be on a time and materials basis as outlined below.

Task One	$16,400
Task Two	$1,400
Task Three	$4,300
TOTAL	$22,100

PAYMENT TERMS
Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the work.

ACCEPTANCE

1. If this contract meets with your approval, please sign below and return one (1) copy for our file.

2. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.

DESIGN WORKSHOP, INC.



By: Ben Fish Date: March 12, 2025

Title: Principal

APPROVED BY CLIENT:

By: Date:

Title:

WILSON ENGINEERS
Formerly R|O|Anderson

February 18, 2025

Via Email

Lyon County
Judge Smith
27 S. Main Street
Yerington, NV 89447

phone: (775) 530-4317
email: judgesmith@lyon-county.org

Mark Twain Schematic Park Plan
Proposal for Professional Planning and Development Services

Dear Mr. Smith:

Thank you for inviting Wilson Engineers to submit the following proposal to provide planning and associated services to develop a new schematic park plan for the Mark Twain Park in Dayton, Nevada.

A.P.N.	Acreage	Address	Land Use
019-291-01	28.5	121 Roughing-It Road	Parks for Public Use

PROFESSIONAL SERVICES
To document the understanding between us as to the scope of services that Wilson Engineers, LLC. formerly R.O. Anderson Engineering, Inc. (Wilson) will perform, we are entering into this agreement with you. To avoid any misunderstandings, this Scope of Services and the attached Agreement define the tasks we will perform for you as well as each of our responsibilities under the agreement.

Task 1: Topographic Survey
Under this task we will perform a field topographic survey to generate 1-foot contours for the parcel identified above. We will locate enough property corners to relate the collected data to the existing boundaries. Property corners of the subject parcels will be flagged and made visible to the client. In addition to property lines and contours, the following items will be shown on the topographic map:

- Existing buildings and structures
- Fences
- All trees 6" in diameter and larger
- Drainage ditches/swales
- Tops & toes of slopes
- Site Improvements
- Visible Utilities
- Edge of roadway
- Boulders of substantial size
- Any marks for underground utilities which exist at the time of the survey.

Budget: We offer to complete these services on a **lump sum basis** for $6,800.

Timing: We estimate we will complete the field work within three to four weeks of your authorization to proceed and initial payment, weather permitting, we estimate another two to three weeks to complete the in-office topographic map.

Deliverables: PDF files will be delivered electronically. Upon request, you can receive a paper and/or AutoCAD copy of the survey.

Task 2: Schematic Park Plan

In consultation with you, the Owner, we will prepare a schematic park plan, developed to a 35% detail level, which sites the elements discussed during our project scoping meeting. We understand this task will include the following elements to be prepared at a schematic, 35% design detail level, for internal review and one illustrative plan of the final schematic design for presentation to the Lyon County Commissioners.

We understand the schematic design elements to include the following,

- Approximate location of new water main for irrigation expansion
- Approximate location of improvements to help mitigate current vandalism and unauthorized use concerns, including
    - New security cameras
    - New site lighting
    - New electric site access gates
    - Potential new fence/wall options along eastern property line
    - Parking lot access fencing

- Approximate location of new park elements including
    - One new baseball field
    - One new t-ball field
    - One new soccer/football field
    - One new basketball court, sited to mitigate noise concerns for the neighboring residences
    - One new pickleball facility, sited to mitigate noise concerns for the neighboring residences
    - One new exercise equipment cluster
    - One new swing set adjacent to existing playground
    - One small restroom, with 24-hour access
    - One new restroom structure with separate facilities accommodating women, men, and family and concessions for sporting events. This facility will be heated and will have limited access as determined by park staff.
    - New/relocated soccer/baseball storage facilities
    - One new pitch mound & batting cage
    - One new drainage facility location at southeast corner of site

  - One new monument sign location
  - Additional shade trees throughout the site's active use areas

- Approximate location of vehicle and pedestrian circulation routes and facilities including,
  - Schematic improvement of existing dirt parking area with pavement extents and space striping
  - Additional dirt parking lot in northern portion of site for overflow parking
  - Internal circulation routes between parking facilities
  - Emergency access route, into and throughout the site
  - New secondary site access point from Six Mile Canyon Road
  - ADA parking facilities
  - Completion of perimeter walking path to main entrance
  - Completion of efficient internal pedestrian circulation routes between site elements

The schematic design will work to incorporate the new elements in an efficient and practical manner while protecting existing facilities identified to remain in place. The existing elements identified to remain include the following,

  - Existing perimeter walking path
  - Existing baseball and soccer fields
  - Existing playground
  - Existing gazebo
  - Existing association-owned storage facilities
  - Existing irrigation equipment

- This task includes participation in design coordination meetings with Lyon County staff as identified below.
  - Up to two online meetings with you, the Client to develop a preferred park schematic
  - One online meeting with you and current Park Board members for presentation and review of the preferred park schematic
  - One meeting with you, the Client, to confirm a final schematic layout reflecting received stakeholder feedback.

Budget: We offer these services on an hourly basis according to the attached fee schedule, with a maximum budget of $8,480. This amount will not be exceeded without the client's written authorization.

Timing: We estimate completing the initial schematic park plan within approximately two weeks of receipt of final topographic information.

Deliverables: Up to 3 schematic park iterations, developed at a 35% design detail, and one illustrative exhibit, developed at a 35% design detail of the final schematic design for presentation to Lyon County Commissioners.

Task 3: County Commissioner Meeting Participation - Optional

Under this task Wilson staff will assist you with the presentation of the final schematic illustrative plan to Lyon County Commissioner.

Budget: We offer these services on an hourly basis according to the attached fee schedule, with a maximum budget of $3,760. This amount will not be exceeded without the client's written authorization.

Timing: We expect this task to be completed in one day at a date and time determined upon completion of Task 2.

Deliverables: One in-person or online County Commissioner meeting with attendance by Wilson staff, for presentation of the final schematic park illustrative exhibit developed in Task 2. Authorization and participation method of this task will be determined by you, the Client, upon completion of Task 2.

Summary of Exclusions

In general, this proposal does not include any items not specifically mentioned above. These exclusions include but are not limited to the following.

- Any type of fees such as application, review, permit, bond, capacity or connection, utility contracts
- Any cost or service associated with the Client's responsibilities listed above
- Any design detail above 35% schematic level
- Detail utility location, design, and percolation testing
- Annexation Fee or assistance
- Additional Conceptual Plans
- Traffic Study
- Geotechnical investigation, inspection, or testing
- Water rights, cost of acquiring them and/or application assistance
- Continuous site inspection
- Construction administration including review of material submittals, RFIs, pay requests etc.
- Materials testing or quality control
- Construction stake-out
- Procurement of off-site easements
- Hydrology and Hydraulics study/analysis
- FEMA Permitting, i.e., CLOMR/LOMR or flood studies
- US Army Corps, wetland permitting, or delineation
- Detail dry utility design (power, gas, phone, TV, data) above 35% schematic level
- Permits not specifically offered above including, but not limited to, SWPPP and SAD permits
- Detail site lighting and photometric plan above 35% schematic level

- NDOT encroachment permit plans and application
- Any application or service not specifically mentioned as part of this Scope of Services, Exhibit A

Should these or other additional services be required, we will be happy to work with you to develop a mutually agreed upon Change of Scope outlining these services as well as the budget and timeline for them.

Additional Professional Services
The following additional services may be required to complete the project but are outside this Scope of Services. These services would be provided on a time and materials basis pursuant to our fee schedule in place at that time or as billed by our subconsultants should the services be provided by others.

- Plans for road or utility improvements
- Design and permitting for well and/or septic disposal system
- Site or improvement plans
- Any required environmental reports, soil studies, geotechnical hazard reports, hydrology and drainage, traffic study, etc.
- Any other professional engineering, planning, surveying, or related service not specifically described in the tasks above

Payment Terms
For services provided on an hourly basis, invoices will be prepared monthly, and the balance is due in thirty days. The amount billed will be calculated based upon the number of hours logged to the various tasks times the standard hourly rate for that service. Balance is due within thirty days.

This fee proposal and estimated dates for delivery, as set forth herein, are valid for a period of 10 days from the date of this letter, after which this firm can no longer guarantee the proposed fee or the proposed timing.

Please review this letter carefully. Upon your approval, please sign and return the bottom of this letter agreement. After receiving an executed copy and the requested deposit, we will initiate our efforts. As always, you are welcome to contact me directly with any questions or concerns.

Thank you again for your confidence. We appreciate the opportunity to assist you and look forward to working with you on this project.

Sincerely,

WILSON ENGINEERS
formerly R.O. Anderson Engineering

Keith E. Ruben, MBA, AICP
Director of Planning
775.215.5015
keith.ruben@wilson-engineers.com

Marie Hulse, PLA, CPESC
Landscape Architect
775.215.5045
marie.hulse@wilson-engineers.com

Attachments: Standard Form Agreement; Hourly Fee Schedule

STANDARD FORM AGREEMENT
BETWEEN Lyon County and WILSON ENGINEERS COMPANY, formerly R.O. ANDERSON
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT—effective as of 2/18/2025—between Lyon County ("CLIENT") and WILSON ENGINEERS COMPANY, ("CONSULTANT"). CLIENT intends to secure Schematic Park Plan and Professional Planning and Development Services in 27 S. Main Street Yerington ("Project"). CLIENT and CONSULTANT, in consideration of their mutual covenants as set forth herein, agree as follows below.

ARTICLE 1 - SERVICES OF CONSULTANT

1.01 Scope

A. CONSULTANT shall provide the Basic and Additional Services set forth and described in Exhibit A: Scope of Services.

B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin the Scope of Services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein;

A. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

C. Furnish to CONSULTANT, as required for performance of CONSULTANT's basic services, the following:

1. Data prepared by or services of others, including without limitation borings, probings, and subsurface explorations; hydrographic surveys; laboratory tests; and inspections of samples, materials, and equipment;
2. Appropriate professional interpretations of all of the foregoing;
3. Environmental assessment and impact statements, if required by any governmental authority;
4. Previous property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions;
6. Zoning, deed, and other land use restrictions; and,
7. Other special data or consultations not covered in Article 2;

All of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.

D. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

G. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

H. Bears all costs incident to compliance with the requirements of Article 2.01.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, CONSULTANT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for CONSULTANT's services shall be adjusted equitably.

3.02 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.01 Methods of Payment for Services and Reimbursable Expenses of CONSULTANT

A. *For Basic Services.* CLIENT shall pay CONSULTANT for Basic Services performed or furnished, on an hourly or lump sum basis as specified in Exhibit A: Scope of Services accompanying this document.

B. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, CLIENT shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT's Subconsultants at cost + 10% for said reimbursable expenses. Reimbursable Expenses may include the following:

1. Subconsultants hired at the CLIENT's request for services not included in Exhibit A.
2. Application costs or fees advanced on the CLIENT's behalf.
3. Fees paid to state or local agencies for required documents (e.g. Recorder's Office, Assessor's Office).

4.02 Other Provisions Concerning Payments

A. *Initial Payment.* Upon execution of this Agreement, CLIENT shall provide any Initial Payment required in Exhibit A: Scope of Services accompanying this document. This Initial Payment is non-refundable and is the minimum fee due CONSULTANT and is earned upon receipt.

B. *Preparation of Invoices.* Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CLIENT by CONSULTANT, unless otherwise agreed. Tasks with an hourly rate will be billed according to the current hourly rate schedule; each monthly invoice will be calculated based on the actual time incurred on the Project during the billing period according to the Consultant Hourly Rate Schedule in effect at the time services are performed. Work completed for tasks with a lump sum fee will be billed based on the estimated percent of project completed during the previous month. Scheduled payments will be due as identified in the Scope of Services.

C. *Payment of Invoices.* Invoices are due and payable upon receipt unless otherwise stated in Exhibit A: Scope of Services. CONSULTANT is under no duty to release deliverables, make submittals or appear at public meetings on behalf of CLIENT to testify and provide opinions until the scheduled payment is received. If CLIENT fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments then received will be credited first to interest and then to principal.

D. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

E. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

A. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

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

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional

compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall perform or furnish professional consulting and related services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such CONSULTANT's Subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any CLIENT's Consultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.

G. During the Construction Phase, if any, CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, Latest Edition) unless both parties mutually agree to use other General Conditions.

J. Because applications for project entitlements, plan reviews, or project-related permits are issued at the discretion of the agencies having review authority and jurisdiction, CONSULTANT cannot and does not guarantee the approval of any application, plan review, or permit nor the acceptability of the conditions imposed by the reviewing agency. CLIENT acknowledges the above and understands that CONSULTANT does not guarantee the approval of any application, plan review, or project-related permit.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. It is understood and agreed that if CONSULTANT's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the CONSULTANT that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein (including the right of reuse at the discretion of the CONSULTANT) whether or not the Project is completed.

B. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. When transferring documents in electronic media format, CONSULTANT makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Project. Unless explicitly stated in the Agreement, CONSULTANT is not obligated to release electronic data.

E. CLIENT may make and retain copies of

Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaption by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's Subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. Any verification or adaption of the Documents for extensions of the Project or for any other project will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain professional liability insurance with a limit of $1,000,000 per occurrence.

B. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT's Subconsultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

C. At any time, CLIENT may request that CONSULTANT, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those otherwise provided. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By CONSULTANT:

1) upon 7 days' written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

2) upon 7 days' written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.07 Controlling Law

A. This Agreement is to be governed by the laws of the state of Nevada.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

6.09 Dispute Resolution

A. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 45 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties agree to submit the matter to confidential non-binding mediation. If such mediation efforts are not successful, the parties

agree to submit the dispute to confidential binding arbitration. The Federal Arbitration Act shall then govern this arbitration clause and any and all related court proceeding(s) shall be sealed.

B. Attorney's Fees and Costs: The prevailing party in such a dispute shall be awarded all costs and attorney's fees incurred through all appeals and enforcement of judgment or award, including, without limitation, all costs and attorney's fees in related contempt proceedings, garnishments, execution, levy, debtor and third-party examinations, bankruptcy litigation and discovery, whether before, after or during any trial.

6.10 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.
4. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the project or this agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this agreement.
5. This allocation of risk clause does not change the substantive law governing professional negligence liability including, but not limited to, the application of the Economic Loss Doctrine.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of delivery.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

A. Exhibit A: Consultant's "Scope of Services"
B. Exhibit B: NA
C. Exhibit C: NA
D. Exhibit D: NA

7.02 Total Agreement

A. This Agreement (consisting of pages 1 to 6 inclusive, together with the Exhibits identified above) constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date indicated on Page 1.

CONSULTANT
WILSON ENGINEERS, formerly R.O. Anderson



Keith Ruben, MBA, AICP

Director of Planning and Entitlements

Date: 2/18/2025

Address for giving notices

P.O. Box 2229

Minden, Nevada 89423

Designated Representative (par. 6.02.A)

Keith Ruben, MBA, AICP

Director of Planning and Entitlements

Phone: 775.215.5015

Fax: 775.782.7084

E-mail: kruben@roanderson.com

CLIENT
Lyon County.

Judge Smith

Judge Smith, Lyon County

Date: _____

Address for giving notices

27 S. Main Street

Yerington, NV 89447

Client Contact Information

Phone: 775.530.4317

Fax: Please provide if available.

Email: judgesmith@lyon-county.org

Designated Representative (par. 6.02.A)

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

EXHIBIT B

WILSON ENGINEERS
Formerly R.O. Anderson
ENGINEER'S STANDARD HOURLY RATE SCHEDULE

Effective October 1, 2024

Principal Engineer	**$275**
Senior Professional	**$240**
Project Professional	**$220**
Senior Associate	**$185**
Associate	**$150**

Notes to Fee Schedule

1. All application, review, and permit fees required or imposed by governing or reviewing agencies are the responsibility of the Client.

2. The amounts payable to Engineer for Reimbursable Expenses will be the project specific, invoiced external costs and expenses, including Engineer's Consultants, allocable to a Specific Project, multiplied by a Factor of 1.10.

3. The Consultant Hourly Rates listed above are inclusive of administrative support and clerical services.

4. Copies, prints, faxes, and local mileage expenses normally incurred during an assignment are included within the Consultant Hourly Rates.

5. All services are billed according to the Consultant Hourly Rate Schedule in effect at the time services are performed.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
14.a

Subject:
For Possible Action: Approve the purchase of patrol rifles and equipment for the Sheriff's Office in the amount of $11,089.88 from Franklin Armory to be funded from a budget transfer from the General Fund contingency.

Summary:
The Sheriff's Office recently sold seized weapons and would like to use the amount of the funds received for firearms purchases.

Financial Department Comments:
Instead of doing a budget augmentation for the sales of the seized weapons, I recommend that the Board authorize a budget transfer from the General Fund Contingency.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the purchase of patrol rifles and equipment for the Sheriff's Office in the amount of $11,089.88 from Franklin Armory to be funded from a budget transfer from the General Fund contingency.

ATTACHMENTS
- Franklin Armory Estimate 25

FRANKLIN® ARMORY
2246 PARK PLACE STE B
MINDEN NV 89423
OFFICE (775) 783-4313
FAX (775) 783-4315

Estimate

Date	Estimate #
3/7/2025	404

Name / Address	Ship To
LYON COUNTY SHERIFF'S OFFICE 911 HARVEY WAY #1 YERINGTON, NV 89447	LYON COUNTY SHERIFF'S OFFICE 911 HARVEY WAY #1 YERINGTON, NV 89447

Terms	Project	Other

Item	Description	Qty	Rate	Total
00-10045-BLK	PATROL RIFLE, 16" BARREL CHAMBERED IN 5.56 NATO	7	869.99	6,089.93
MISCELLANEO...	B&T RBS-556 COMPACT SUPPRESSOR WITH ROTEX FLASH HIDER	5	999.99	4,999.95T
	Sales Tax		0.00%	0.00

Total $11,089.88

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
14.b

Subject:
For Possible Action: Approve master agreement with AT&T NG9-1-1 PSAP Solutions for renewal of Lyon County Sheriff's Office VESTA telephone system for Dispatch.

Summary:
Master Agreement and Pricing Schedule attached for reference. Agreement is set for 12 months while the system receives necessary upgrades.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve master agreement with AT&T NG9-1-1 PSAP Solutions for renewal of Lyon County Sheriff's Office VESTA telephone system.

ATTACHMENTS

- Lyon Co 2025 ATT NG911 Hosted PSAP Renewal Pricing Schedule 13MAR2025
- Master Agreement Lyon County 13MAR2025

AT&T NG9-1-1 PSAP Solutions
CPE Hosted NG9-1-1 Service Pricing Schedule

AT&T MA Reference Number:

Customer ("Customer")	**AT&T ("AT&T")**
Lyon County PSAP 9-1-1	AT&T Enterprises, LLC
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices ☒ Primary Sales Contact**
Name: Bret Willey Title: Lieutenant Street Address: 911 Harvey Way City: Yerington State/Province: NV Zip Code: 89447 Country: USA Telephone: 775-302-7057 Fax: Email: bwilley@lyon-county.org Customer Account Number or Master Account Number:	Name: Robert Russo Street Address: 3580 Orange Street #104 City: Riverside State/Province: CA Zip Code: 92501 Country: USA Telephone: (951) 369-2282 Fax: Email: rr1713@att.com Sales/Branch Manager: Jon Holland SCVP Name: Matt Walsh Sales Strata: Sales Region: West With a copy to: AT&T Enterprises L.L.C 208 S. Akard Street Dallas, Texas 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) ☐ Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

CUSTOMER	**AT&T**
By:_____ (by its authorized representative)	By:_____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

SERVICE: An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: AT&T Enterprises, LLC.

TERM: The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 12 months; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Network Transport Components: The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

Service	Description - Service Components	Quantity Existing	Monthly Recurring Charge(per unit)	Non-Recurring Charge (Per Unit)	Extended Monthly Recurring Charge	Extended Non-Recurring Charge
E9-1-1	Channel Term (TMECS)	4	$ 155.00	$ -	$ 620.00	$ -
E9-1-1	Wireline Trunks, each	4	$ 110.00	$ -	$ 440.00	$ -
E9-1-1	Wireless Trunks, Mileage per 1st 1/4 mile	6	$ 6.40	$ -	$ 38.40	$ -
E9-1-1	Wireless Trunks, Mileage per each additional mile	84	$ 3.00	$ -	$ 252.00	$ -

9-1-1 Database Components: Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

Service	Description - Service Components	Quantity Existing	Monthly Recurring Charge(per unit)	Non-Recurring Charge (Per Unit)	Extended Monthly Recurring Charge	Extended Non-Recurring Charge
E9-1-1	Automatic Number Identification (ANI), per 1000 main stations served (E8X)	7	$ 25.00	$ -	$ 175.00	$ -
E9-1-1	Automatic Location Identification (ALI), per 1000 main stations served (E8V)	7	$ 118.00	$ -	$ 826.00	$ -
E9-1-1	Selective Routing, per 1000 main stations served	7	$ 15.00	$ -	$ 105.00	$ -

Other Components: Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"

II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Service	Description - Service Components	Quantity Existing	Monthly Recurring Charge(per unit)	Non-Recurring Charge (Per Unit)	Extended Monthly Recurring Charge	Extended Non-Recurring Charge
E9-1-1	AT&T Hosted E911 Services - Per Position (Workstation) Includes MIS	6	$ 1,250.00	$ -	$ 7,500.00	$ -
E9-1-1	AT&T Hosted E911 Services - Per Position (Laptop) Includes MIS	1	$ 299.00	$ -	$ 299.00	$ -
E9-1-1	AT&T Hosted Mapping - Per Position	7	$ 204.00	$ -	$ 1,428.00	$ -

Payment Terms:

(1) Charges for Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted.
(2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:

Service Plan Payment Terms: ☒ Monthly Payments ☐ Annual Payments ☐ Financing: **N/A**

Monthly Price: $ 9,227.00 Annual Price: $ _____

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.
"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed, and certain elements of the Service are performed.
"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.
"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed, or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement.
"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.
"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.
"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.
"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.
"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.
"Statement of Work" or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information, and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) **Equipment**. The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON_INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) **Manufacturer's Warranty**: Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer as to Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools, and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions, or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates,

Cutover dates, and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

1. Statements of Work e.g. SOW, SCOW, PIG ☐
2. Bill of Materials for Equipment and Services ☐
3. Invoicing Schedule and Payment Terms ☐
4. Implementation Timeline ☐
5. Certificate of Acceptance ☐
6. Other: [ ] ☐

AT&T

MASTER AGREEMENT

Customer	**AT&T**
Lyon County SO / 9-1-1 Street Address: 911 Harvey Way City: Yerington State/Province: NV Zip Code: 89447 Country: USA Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Bret Willey Title: Lieutenant Street Address: 911 Harvey Way City: Yerington State/Province: NV Zip Code: 89447 Country: USA Telephone: 775-302-7057 Fax: Email: bwilley@lyon-county.org	Street Address: 2700 Watt Avenue #4114 City: Sacramento State/Province: CA Zip Code: 95821 Country: USA With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. INTRODUCTION

1.1 **Overview of Documents**. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks**. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides**. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents**. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents**. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates**. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services**. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment**. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right**. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment**. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users**. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services**. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes**. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing**. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments**. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges**. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms**. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC**. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC**.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust

the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information**. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations**. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions**. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy**. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability**.

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability**. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties**. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival**. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations**. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations**. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation**. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement**. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension**. The following additional termination provisions apply:

(a) **Material Breach**. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact**. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services**. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse**. AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services**. If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials**. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination**.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges**.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.,* not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks**. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor**. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure**. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers**. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting**.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability**. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief**. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action**. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices**. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law**. This Agreement will be governed by the law of the State of Nevada, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws**. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries**. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival**. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language**. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
14.c

Subject:
For Possible Action: Approve the purchase of hardware, support, and software licensing for a Sheriff Records scanning project in the amount of $22,645, with funding to come from a budget transfer from the General Fund contingency.

Summary:
The Sheriff's records office has filled its record storage room. This item is to purchase a volume scanner, maintenance, software licenses, and data conversion support to scan the files and eliminate paper records storage.

Financial Department Comments:
This will be funded by a budget transfer from the General Fund contingency. It is less expensive to scan documents than to build additional storage facilities.

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the purchase of hardware, support, and software licensing for a Sheriff Records scanning project in the amount of $22,645, with funding to come from a budget transfer from the General Fund contingency.

ATTACHMENTS
- Sheriff Records Scanning Quote

Precision Document Imaging
Power for your processes

Precision Document Imaging
2440 Vassar St Suite 1
Reno, NV 89502

QUOTE

822611000028976009

Valid Till Jul 31, 2025

Sales Person Mike Farrell

Bill To
Lyon County
Hazen Adams
27 S. Main St
Yerington
Nevada
89447

Ship To
Lyon County
Hazen Adams
27 S. Main St
Yerington
Nevada
89447

Product Code	Product Details	List Price	QTY	Discount	Tax	Total
PRO-SVC	Professional Services As 400 Data Extraction	$ 175.00	8	$ 0.00	$ 0.00	$ 1,400.00
3149C002	DR-G2140, 140ppm/280ipm Canon Production networkable Scanner	$ 6,750.00	1	$ 0.00	$ 0.00	$ 6,750.00
IAIPW1_SUBS	Advanced Capture Batch scanning and indexing software: Yearly rental. Includes support.	$ 5,000.00	1	$ 0.00	$ 0.00	$ 5,000.00
smaint	Scanner Maintenance Annual On-Site Support	$ 1,095.00	1	$ 0.00	$ 0.00	$ 1,095.00
PRO-SVC	Professional Services Service hours to install and train on in-house scanning solution.	$ 175.00	24	$ 0.00	$ 0.00	$ 4,200.00
PRO-SVC	Professional Services Additional block of service hours if needed.	$ 175.00	24	$ 0.00	$ 0.00	$ 4,200.00

Sub Total **$ 22,645.00**

Sales Tax $ 0.00

Grand Total **$ 22,645.00**

Description

Terms & Conditions
Hourly numbers are estimated. Actual time spent will be invoiced.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
15.a

Subject:
For Possible Action: Approve a contract between Lyon County and Pacific Behavioral Health in an amount not to exceed $46,800 to provide Behavioral Health Clinician services with the Trauma Focused Therapy (TFT) and Lyon County Resilient Families (LCRF) programs.

Summary:
The Trauma Focused Therapy (TFT) Program provides child abuse and neglect prevention services to families in Lyon County. Through evidence-based assessments Lyon County Human Services will identify which children and families will benefit from family therapy, and by providing trauma focused Cognitive Behavioral Therapy, families will learn the necessary skills to cope with trauma and to face and resolve trauma related concerns, thereby preventing child abuse and neglect and reducing removals of children.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve a contract between Lyon County and Pacific Behavioral Health in an amount not to exceed $46,800 to provide Behavioral Health Clinician services with the Trauma Focused Therapy (TFT) and Lyon County Resilient Families (LCRF) programs.

ATTACHMENTS
- FY25 Trauma Focused Therapy contract with Pacific Behavioral Health

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Lyon County, a political subdivision of the State of Nevada,
Acting By and Through Its

Board of County Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

and

Pacific Behavioral Health
601 West Moana Lane, Suite 9, Reno, NV 89509
Phone: (775) 287-8270

WHEREAS, NRS 244.1505 and NRS 244.320 authorizes counties to contract, subject to the approval of the board of county commissioners, for services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of Lyon County, a political subdivision of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Lyon County Board of County Commissioners.

2. DEFINITIONS. "County" means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. The County and the Independent Contractor are also referred to as "parties" in this Contract.

3. CONTRACT TERM. This Contract shall be effective from December 1, 2024 subject to approval by the Lyon County Board of County Commission and expire on June 30, 2025 unless sooner terminated by either party as specified in paragraph (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until _15_ calendar days after a party has served written notice of termination upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: SPECIFICATIONS REQUESTED BY THE COUNTY;
SCOPE OF WORK

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of $65 per hour not to exceed $46,800. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Termination for Other Reasons. The performance of this Contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay performance by either party, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of this Contract. This Contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

f. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

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

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases, except as provided in paragraph 10 (e).

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the

work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. ***Insurance Coverage*** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

i. Final acceptance by the County of the completion of this Contract; or

ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

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

b. ***Workers' Compensation and Employer's Liability Insurance***

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. ***Commercial General Liability Insurance***

i. Minimum Limits required:

$2,000,000.00	General Aggregate
$1,000,000.00	Products & Completed Operations Aggregate
$1,000,000.00	Personal and Advertising Injury
$1,000,000.00	Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. ***Business Automobile Liability Insurance***

i. Minimum Limit required: $_____Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.

e. ***Professional Liability Insurance***

i. Minimum Limit required: **$1,000,000.00** Each Claim.

ii. Retroactive date: Prior to commencement of the performance of the contract.

iii. Discovery period: Three (3) years after termination date of contract.

iv. A certified copy of this policy may be required.

f. ***Umbrella or Excess Liability Insurance***

i. May be used to achieve the above minimum liability limits.

ii. Shall be endorsed to state it is "As Broad as Primary Policy"

g. ***Commercial Crime Insurance***

i. Minimum Limit required: $_____ Loss for Employee Dishonesty.

ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.

h. ***Performance Security***

i. Amount required: $_____

ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.

iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.

iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

i. ***General Requirements***

i. Amount required: $_____

ii. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.

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

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

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

vi. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.

vii. Approved Insurer: Each insurance policy shall be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and

2. Currently rated by A.M. Best as "A-VII" or better.

j. ***Evidence of Insurance***

Prior to the start of any Work, Contractor must provide the following documents to the contracting County agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection ii above.

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

iv. Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The County may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the County.

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the County is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners or its designee and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically

displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

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

Mala Wheatley — 3-26-25

Mala Wheatley, Pacific Behavioral Health — Date

Independent Contractor's Title

Shayla Holmes, Human Services Director — 3/20/25 — Date

Lyon County

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Scott Keller, Chairman — Date

Board of County Commissioners

Lyon County

REVIEWED AS TO FORM ONLY

District Attorney — Date

Legal Counsel for Independent Contractor — Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager — Date

Amendment 1
Exhibit B

ATTACHMENT A: SCOPE OF WORK

This Scope of Work is an addendum to the existing contract between Lyon County and Pacific Behavioral Health. It is developed to identify the Requirements, Roles and Responsibilities for the Trauma Focused Therapy (TFT) Program.

The Trauma Focused Therapy (TFT) Program provides child abuse and neglect prevention services to families in Lyon County. Through evidence-based assessments Lyon County Human Services will identify which children and families will benefit from family therapy and by providing trauma focused Cognitive Behavioral Therapy, families will learn the necessary skills to cope with trauma and to face and resolve trauma related concerns, thereby preventing child abuse and neglect and reducing removals of children.

Pacific Behavioral Health will provide Lyon County TFT services up to 40 hours per week conducting activities as follows:

- Implement TFT operational procedures developed by Lyon County.
- Utilize evidenced based assessments to determine need and level of care.
- Offer clinical support and insight.
- Collect, record, and report timely data identified as necessary by the grantors and Lyon County Human Services Department.
- Provide behavioral health recommendations to develop, implement and monitor of TFT Service Plans.
- Coordinate and collaborate with TFT team members and local community agencies to connect individuals to identified services.
- Submit an invoice for reimbursement to Lyon County Human Services, Behavioral Health Coordinator for payment submission on a monthly basis, no later than the 10th of each month for the prior month.
- Represent the Lyon County TFT program with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

Considerations:

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

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
16.a

Subject:
For Possible Action: To approve the request from BBCJ Investors, LLC for a Zoning Map Amendment to amend the Zoning Map designation from the Title 10 district of RR-5 (Fifth Rural Residential District - 20 Acres) to the Title 15 district of LI-S (Light Industrial - Suburban), located at 135 Evans Avenue in Dayton for a parcel totaling approximately 162 acres (APN 016-381-04); PLZ-2025-001.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Staff Report
- Backup

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-couny.org

BOARD OF COUNTY COMMISSIONERS

PLZ-2025-001

Proposed Action	Zoning Map Amendment from RR-5 (Fifth Rural Residential District (20 Acres)) to LI-S (Light Industrial - Suburban)
Meeting Date	April 3, 2025
Property Owners	BBCJ Investors, LLC
Applicant	BBCJ Investors, LLC
Location	Dayton
Parcel Number	016-381-04
Parcel Size	162.06 acres total
Master Plan	Employment
Current Zoning	RR-5 (Fifth Rural Residential District (20 Acres))
Proposed Zoning	LI-S (Light Industrial - Suburban)
Flood Zone(s)	X Unshaded per FIRM 32019C0452F (eff. 10/20/2016) and 32019C0475 (eff. 1/16/2009)
Case Planner	Lisa Nash

REQUEST

The Applicant requests a Zoning Map Amendment (ZMA) to change the designation from the Title 10 district RR-5 (Fifth Rural Residential District (20 acres)) to the Title 15 district of LI-S (Light Industrial - Suburban) on a parcel totaling approximately 162.06 acres in Dayton.

PLANNING COMMISSION

The Planning Commission heard the item on March 11, 2025. The Commission forwarded a recommendation of approval, voting 6-0 (6 Ayes; 0 Nays; 0 Abstentions; 1 Commissioner Absent - Loomis). The recommendation was based on the findings listed in the staff report.

A Zoning Map Amendment request cannot be conditioned.

RECOMMENDED MOTION

If the Board of County Commissioners determines that they will approve the requested Zoning Map Amendment, then the Board should make a motion similar to the following.

The Board of County Commissioners finds that:

A. The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;

B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title; and

C. The proposed amendment is compatible with the actual or master planned adjacent uses.

Based on the aforementioned Findings, I move that the Board of County Commissioners approves the request by BBCJ Investors, LLC for a Zoning Map Amendment to amend the Zoning Map designation from the Title 10 district of RR-5 (Fifth Rural Residential District (20 Acres)) to the Title 15 district of LI-S (Light Industrial - Suburban), located at 135 Evans Avenue in Dayton for a parcel totaling approximately 162.06 acres (APN 016-381-04), PLZ-2025-001.

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Alternative Motion for Continuance

If the Board of County Commissioners determine that there is insufficient information with which to make a decision on the Zoning Map Amendment application before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then the Board should make the appropriate findings and move to continue the Public Hearing for the Zoning Map Amendment application to a future date with concurrence from the applicant.

If so, then the Board of County Commissioners may wish to consider a motion similar to the following:

The Board of County Commissioners finds that:

A. Additional information, discussion, and public review are necessary for a more thorough review of the proposed Master Plan Amendment application.

Based on the aforementioned finding, and with the applicant's concurrence, the Board of County Commissioners continues the Zoning Map Amendment request by BBCJ Investors, LLC for a Zoning Map Amendment to amend the Zoning Map designation from the Title 10 district of RR-5 (Fifth Rural Residential District (20 Acres)) to the Title 15 district of LI-S (Light Industrial - Suburban), located at 135 Evans Avenue in Dayton for a parcel totaling approximately 162.06 acres (APN 016-381-04), PLZ-2025-001 for ___ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should recommend denial of the Zoning Map Amendment application, then the Board of County Commissioners may wish to consider a motion similar to the following:

The Board of County Commissioners has considered:

15.220.05: FINDINGS:

When approving a zoning text or map amendment, the Board must make the following findings, supported by a statement of evidence, facts and conclusions.

A. That the proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;

B. That the proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

C. That the proposed amendment is compatible with the actual or master planned adjacent uses.

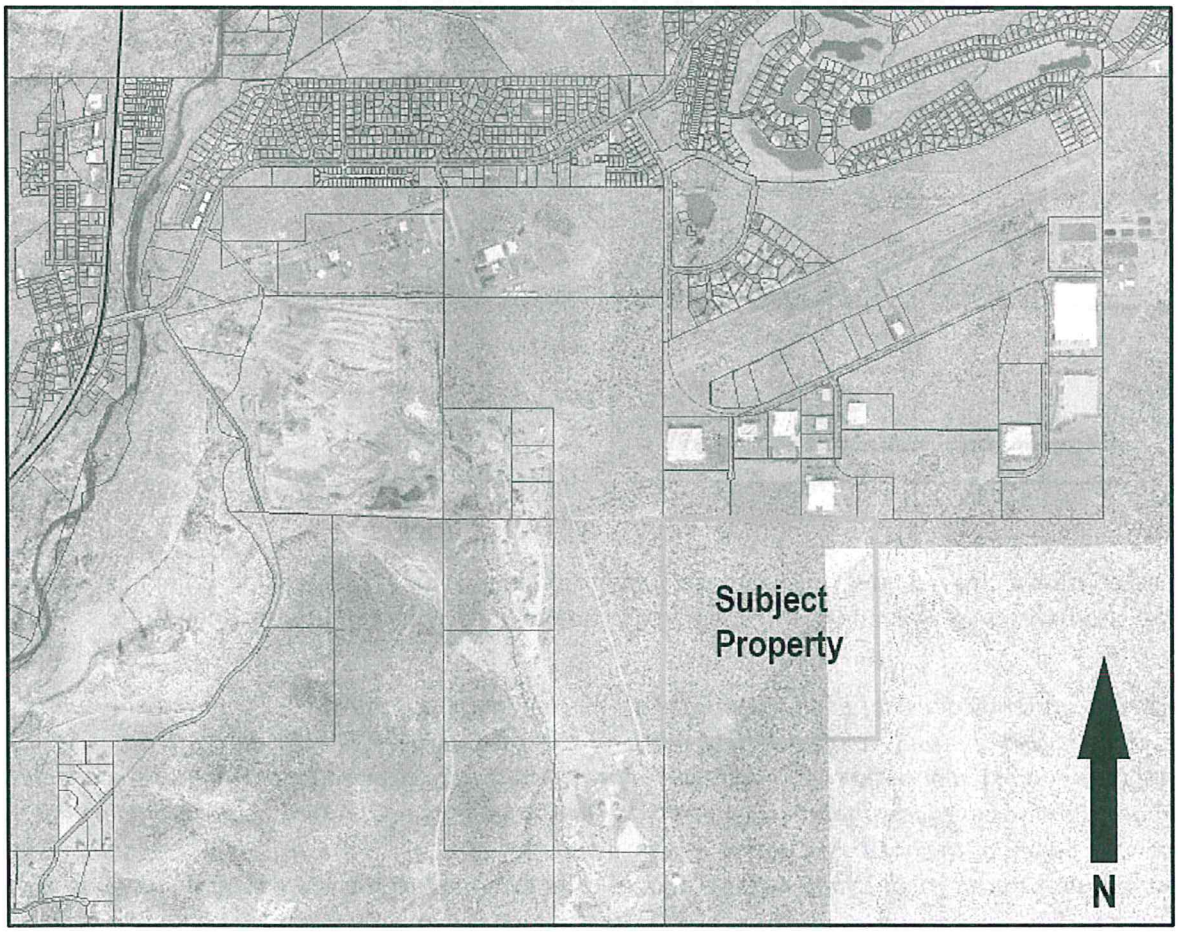
Based on the aforementioned findings, I move that the Board of County Commissioners deny the request by BBCJ Investors, LLC for a Zoning Map Amendment to amend the Zoning Map designation from the Title 10 district of RR-5 (Fifth Rural Residential District (20 Acres)) to the Title 15 district of LI-S (Light Industrial - Suburban), located at 135 Evans Avenue in Dayton for a parcel totaling approximately 162.06 acres (APN 016-381-04), PLZ-2025-001.

BACKGROUND INFORMATION

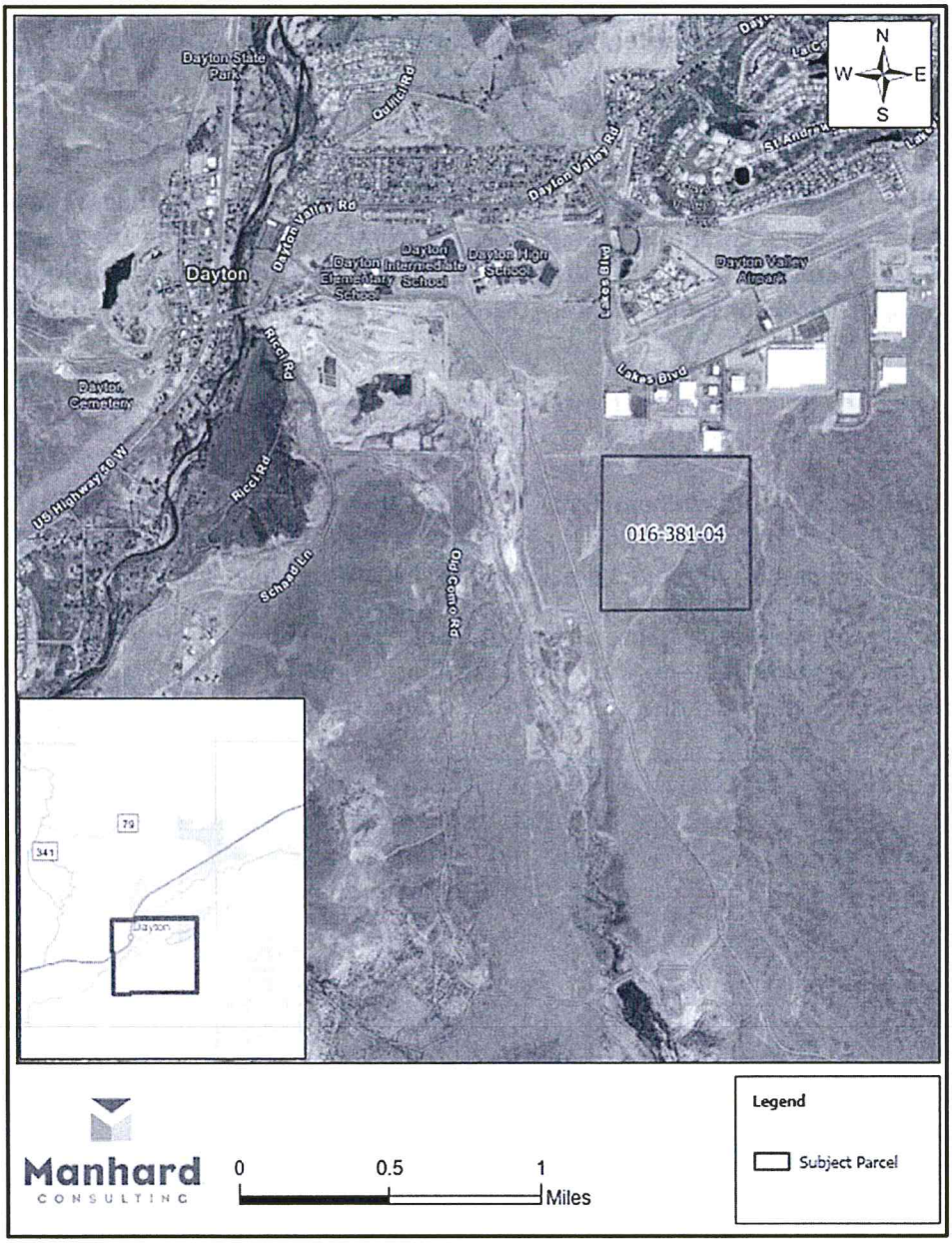
Location, Size, Topography

The subject property is located in the Dayton Suburban Character District at 135 Evans Avenue in Dayton (APN 016-381-04). The parcel is approximately 162.06 acres size and slopes gently from the southwest to the northeast. The parcel is located adjacent and south of the existing LI-S zoned area, south of the Dayton Valley Airpark.

The parcel is surrounded by Bureau of Land Management properties to the east, west and south. There is a gravel quarry to the southwest and industrial developments to the north. The map below shows the location of the property from the applicants report and the Assessor's site.



Assessor's Map



Vicinity Map

Access

The site will be accessed from Evans Avenue, which currently does not extend to the site. The pavement extends to a cul-de-sac at the south terminus of Evans Avenue, within an undeveloped property. Per the applicant's report:

> *"The subject property currently does not have paved access. The closest public roadway is Evans Avenue, which currently terminates within the undeveloped parcel north of the property. NV Energy currently utilizes an unsurfaced [dirt] road running along the overhead powerlines. This dirt road transects BLM land and connects to Old Como Road to the west, which ultimately connects to Dayton Valley Road. An existing 20' public utility and access easement begins at the northwest corner of parcel and continues north to Lakes Blvd. The route also contains an existing unsurfaced road. Evans Ave is planned to be extended to the property and serve as the future primary access."*

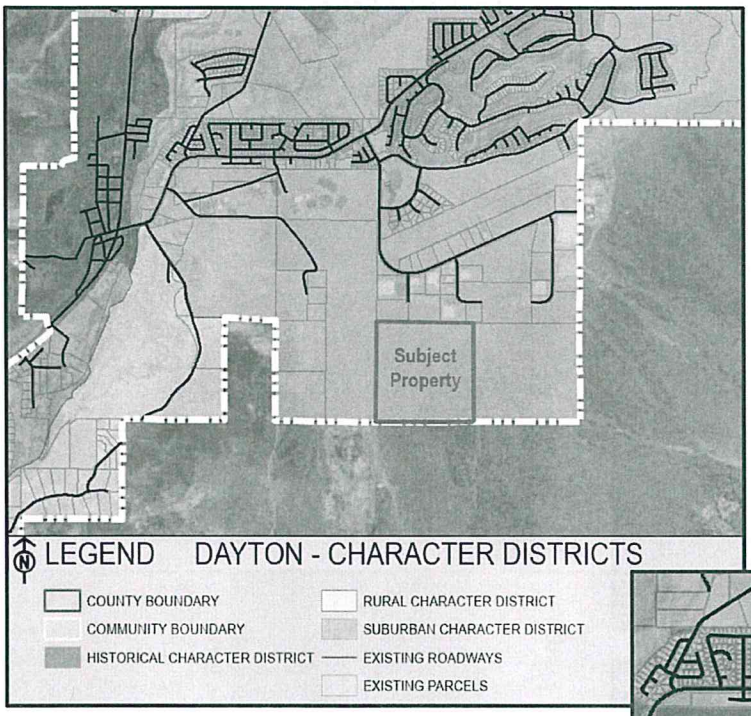
Public Facilities

The project is located adjacent to the Lyon County Utilities Department service area and there are existing water and sewer services located within properties directly adjacent to the north. The applicant has made an application to the Lyon County Utilities Department for annexation into the Utility District.

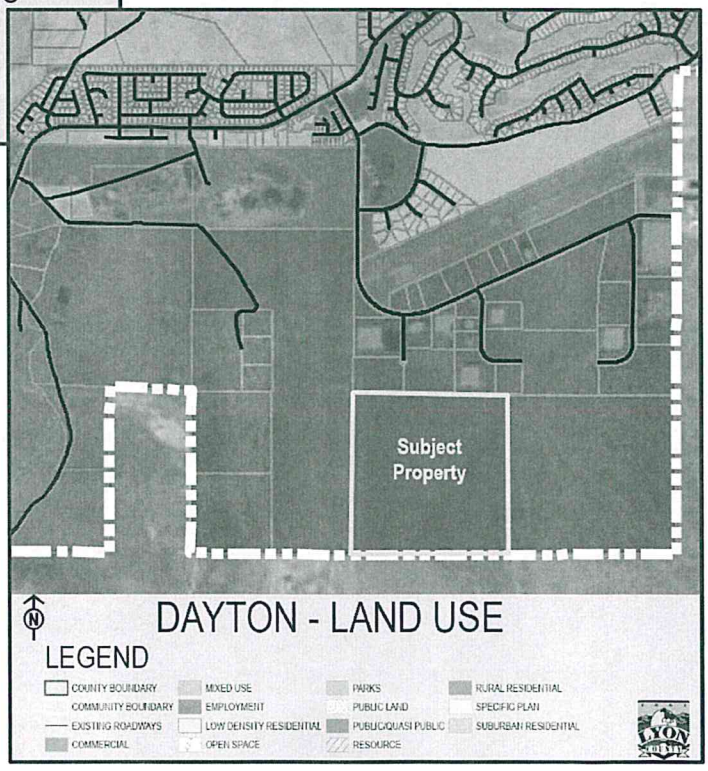
Annexation and service from the Utility District is not guaranteed for the project. The site lies within a Suburban Character District and a Master Plan Land Use of Employment, suggesting that it would be a reasonable area for a district expansion, however, with the current concerns with the effluent disposal capacity to provide sewer service for future projects, this may not be feasible at this time. The property would then have to consider using a well and commercial sewer system.

Master Plan

The current Master Plan designation for the site is Employment within the Dayton Suburban Character District.



Character District Map

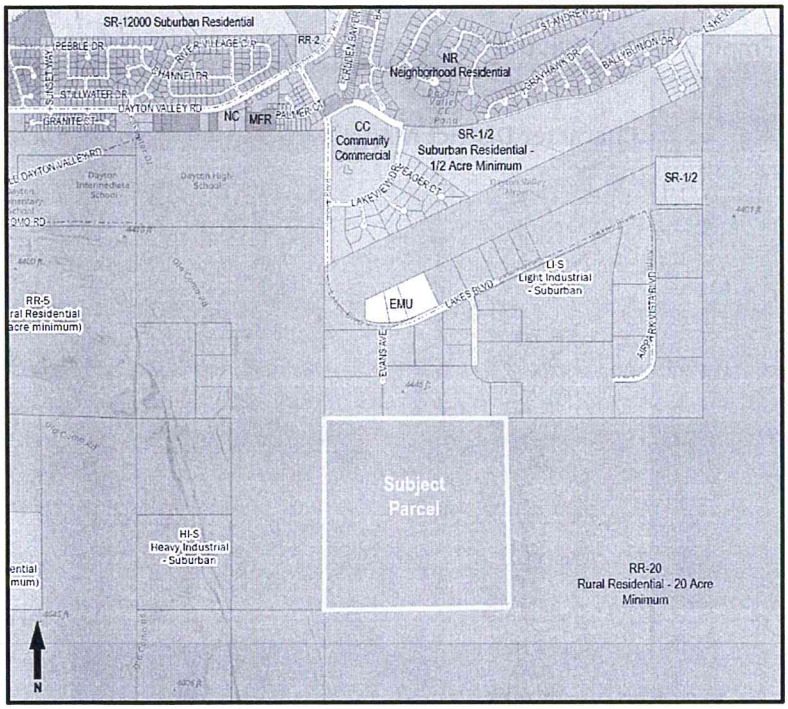


Master Plan Designation

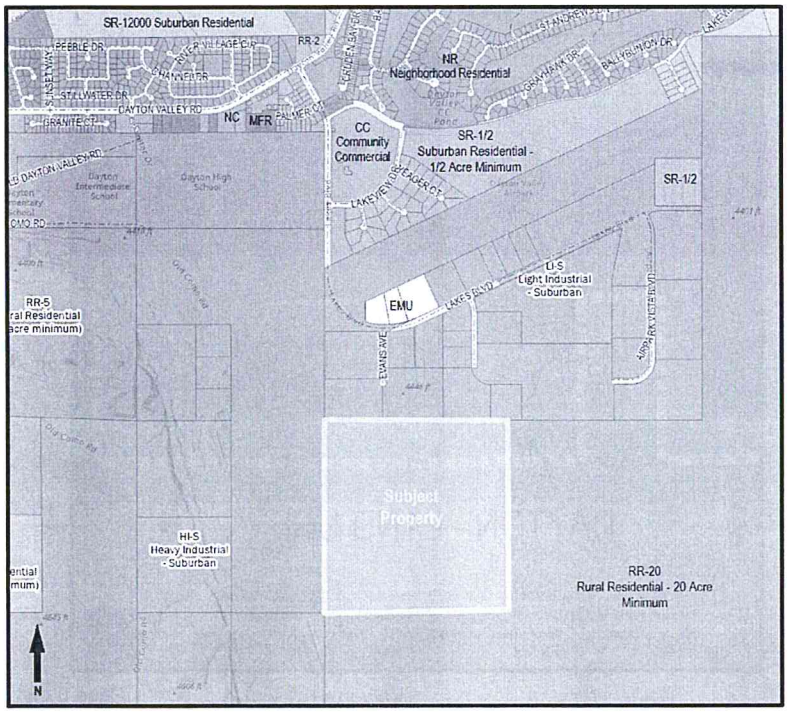
Zoning

The existing and proposed zoning of the subject parcel and the surrounding parcels are displayed in the Current Zoning and the Proposed Zoning images shown below. The current zoning on the subject parcel is from the County's expired Development Code, Title 10. The zoning is comprised of RR-5 (Fifth Rural Residential District (20 Acres)). Per the Consistency Matrix, the RR-5 district has a corresponding Title 15 district of RR-20 (Rural Residential, 20 Acre Minimum) as outlined in the Matrix.

The proposed zoning request is to rezone the parcel from the Title 10 zoning district of RR-5 (Fifth Rural Residential District (20 Acres)) to the Title 15 district of LI-S (Light Industrial - Suburban). The zoning amendment would be consistent with the Employment Master Plan designation.



Current Zoning Designation



Proposed Zoning Designation

STAFF REVIEW AND COMMENTS

Proposed Zoning Map Amendments are first reviewed by staff and the Planning Commission, who then make recommendations to the Board of County Commissioners. The Board makes the final vote on whether or not to approve the request.

FINDINGS

Chapter 15.220.05 of Lyon County Code states that when considering approval of a Zoning Map Amendment, three Findings must be considered and supported by a statement of evidence, facts and conclusions. Staff has included those three Findings in **bold** type below. Each Finding is listed with the applicant's response in *italics* and then staff's comments.

Finding A: The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan.

Applicant's Response

The proposed Zoning Map Amendment to Light Industrial is a logical extension of the adjacent Light Industrial designation which is consistent with the proposed Employment Master Plan designation and Suburban Character District. The proposed amendment is in substantial compliance with and promotes the following Master Plan goals and policies:

- *Occur in an area that is served by, or are adjacent to, areas with existing utility systems to avoid distant and costly extensions (Policy FS 1.1: Location of New Development)*
- *Avoid or mitigate increased risk from natural hazards to persons or property that are caused by development. (Policy NR 6.2: No Increase in Risk from Natural Hazards)*
- *Be located in an area that does not adversely impact existing residential settlements. (Policy LU 1.4: Locate industrial development as designated on County-Wide Land Use Plan or Determined by Criteria).*
- *Support a diverse base of jobs to provide for a broader range of employment opportunities that are geographically distributed to be near population centers. (Policy LU 3.1: Diverse Economic Base).*
- *Encourage industrial development where public facilities exist or are planned to accommodate such development cost-effectively. (Policy LU 3.2: Business and Industry Locations that are Consistent with Future Land Use Plan)*

Staff Comment

The proposed Zoning Map Amendment would facilitate the development of the subject property in a manner consistent with the Master Plan and surrounding development in the area. The property is adjacent to the existing Utility District as is suggested in the Master Plan as the applicant referenced above. Additionally, the property is within the South Dayton Area Drainage Master Plan (SDADMP) and any development would require utilizing the SDADMP guidance when designing the drainage for the site, as well as incorporating a connection with the regional stormwater management infrastructure that is nearby.

Chapter 3 of the Master Plan, Land Use, Economy and Growth, Table 2: Land Use Table describes the intended uses under the Employment designations and the zoning districts that are compatible with that Master Plan designation. This proposed Zoning Map Amendment is an allowed zoning district within the Employment Master Plan Land Use as shown in the table below. With these items, Staff feels this Finding is met.

	Title 10 Zoning (Consistent Title 15 Designation)	Title 15 Zoning	Density Range/Size	Description/Characteristics	Examples of Uses
Employment	M-1 (HI-R, -S)	LI-R, LI-S HI-R, HI-S EMU SI XX PUD *	Varies depending upon location and development context.	Suburban character district land use. Intended to provide concentrated areas of employment, combined with a mix of complementary commercial and residential uses Office/Research Park developments may be incorporated into a master planned neighborhood, or located in close proximity to residential areas. May include smaller live-work complexes consisting of a single building or several buildings that are not located within a typical office or industrial park setting, but are located on infill sites within established suburbanizing areas of the County. Activities typically take place indoors and outdoor storage or other more industrial types of uses are typically not permitted.	Light manufacturing, distribution, indoor and screened outdoor storage, and a wide range of other industrial and commercial services and operations. *Primary Uses:* Employment facilities, such as corporate offices, medical facilities and offices, research and development, service and light industrial facilities, and educational facilities. *Secondary Uses:* Limited residential, including residential mixed-use and live-work units, or commercial (or combination of the two) uses are encouraged in Employment Mixed-Use areas. Open space, parks, pathways, schools, other public uses, and senior housing facilities are also appropriate.

Finding B: The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title.

Applicant's Response

The proposed Zoning Map Amendment has been designed to expand upon the existing right-of-way pattern and incorporate water and service infrastructure, ensuring the provision of adequate public facilities and services. The pending annexation application with Lyon County Utilities will ensure timely development that contributes to the orderly and efficient arrangement of domestic water service and the extension of transportation routes and other public facilities and services.

Staff Comment

As described in the Public Facilities section on page 5, the project is located adjacent to the Lyon County Utilities Department service area. The applicant is working with the Lyon County Utilities Department for annexation into the Utility District, although annexation and service from the Utility District is not guaranteed.

The parcel, as it currently exists, would be served by individual well and commercial on-site sewage disposal systems. Phone, internet, and electric utilities are similar to the other existing parcels in the area. It would not be inconsistent with the adequate public facilities policies nor would it introduce a new need for public services that are not already provided to nearby parcels in the area. This Finding is met.

Finding C: That the proposed amendment is compatible with the actual or master planned adjacent uses.

Applicant's Response

The proposed Zoning Map Amendment to Light Industrial will promote development that is compatible and commensurate with the character and physical limitations of the land and adjacent uses.

Staff Comment

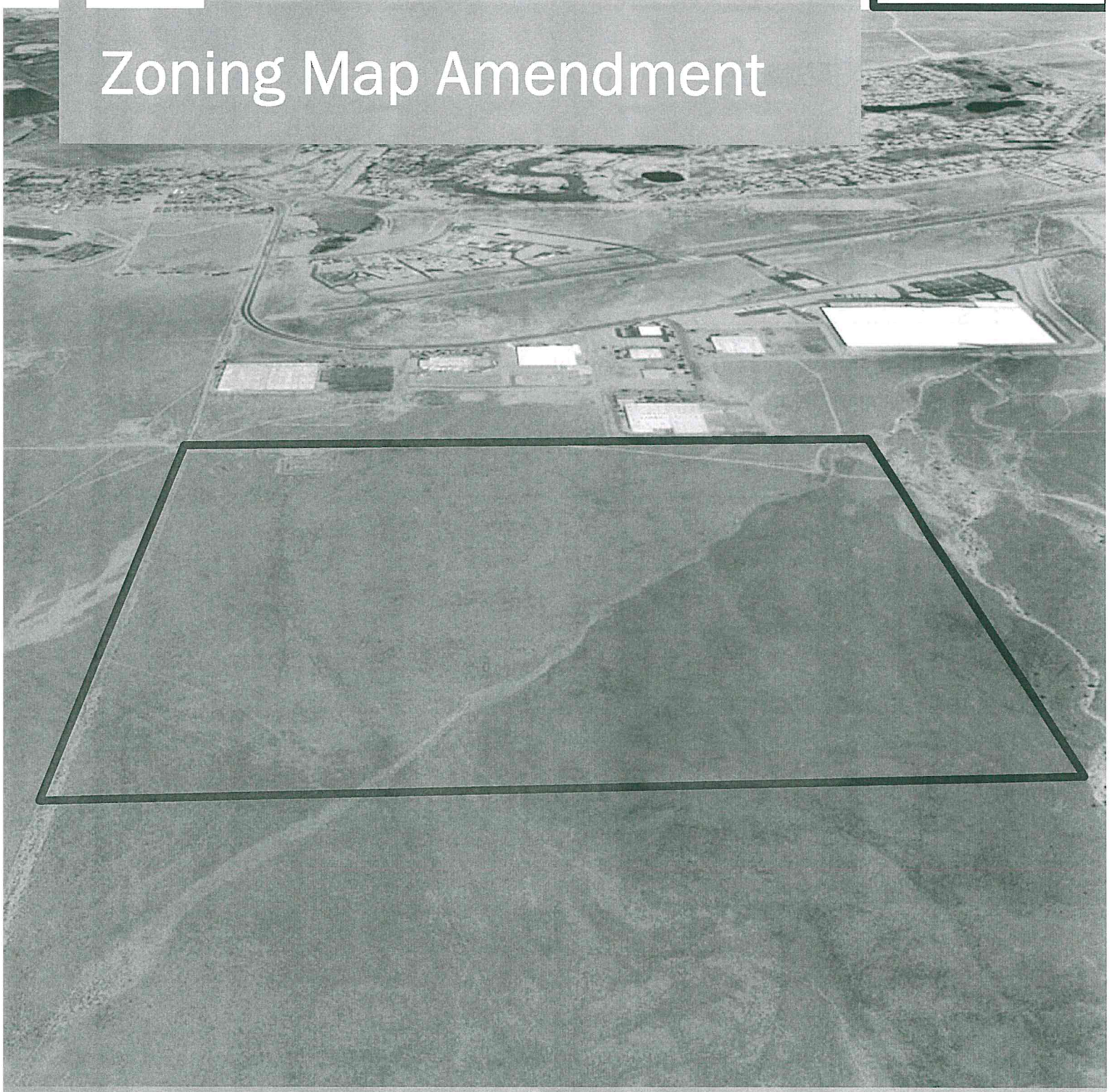
The proposed Zoning Map Amendment to rezone the parcel LI-S (Light Industrial - Suburban) would be consistent with the Master Plan designation of Employment. The subject parcels would not significantly increase density in the neighborhood nor would it introduce a new or incompatible use to the area.

The proposed zoning would be identical to the properties to the north, which are already zoned LI-S, and support a consistent development pattern. The presence of RR-5 (Title 10) directly east, west, and south would require additional screening and landscaping due to the residential adjacency, depending on the type of future development proposed for this site. This Finding can be met.

Dayton 162

January 2025

Zoning Map Amendment



For BBCJ Investors, LLC
By Piñon Design Group
and Manhard Consulting

Manhard CONSULTING

PIÑON DESIGN GROUP

DAYTON 162 – ZONING MAP AMENDMENT

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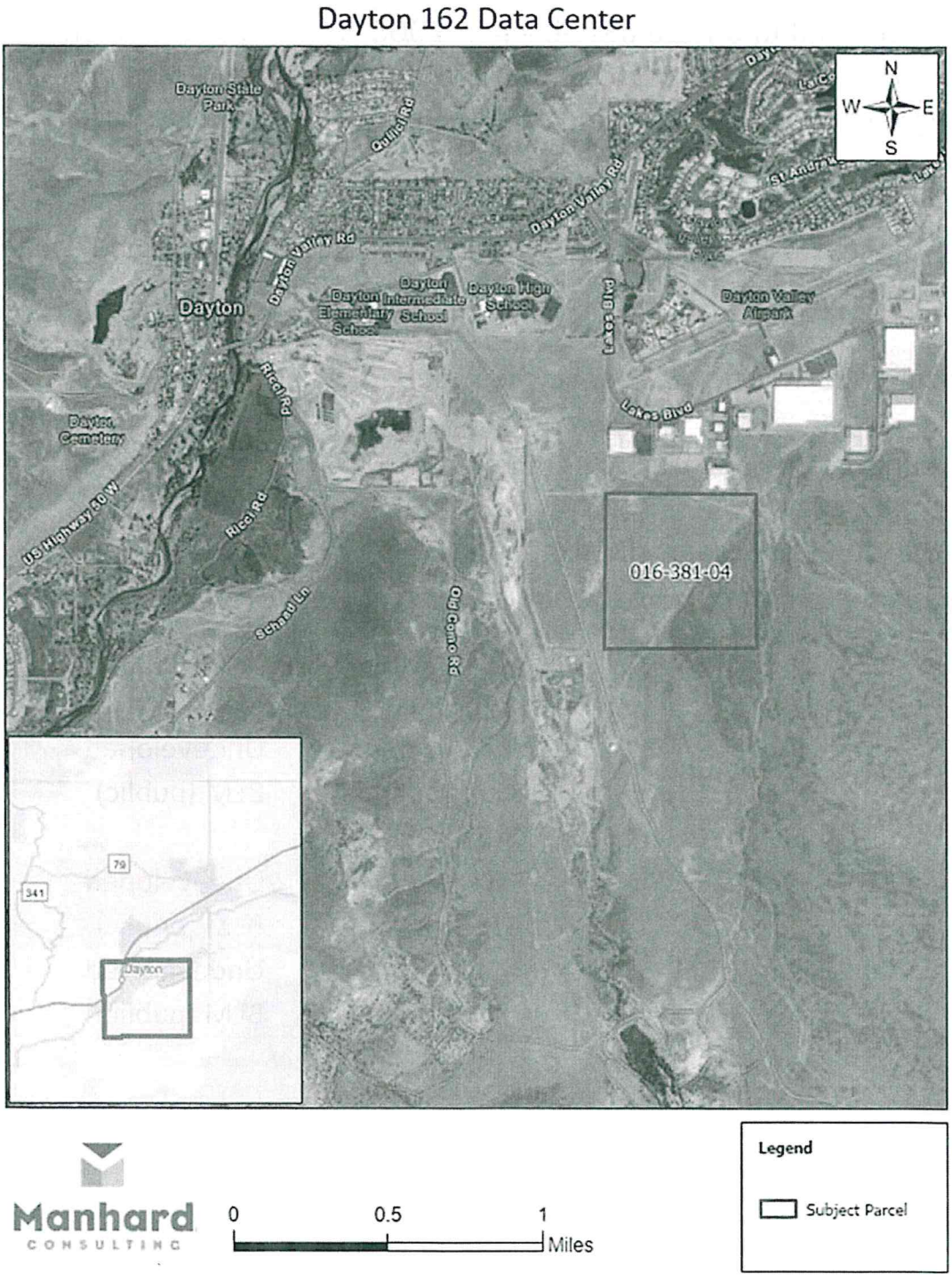
FIGURE 5: PROPOSED ZONING DESIGNATION 10

PROJECT LOCATION

The subject property is a 162-acre parcel APN: 016-381-04 located south of Lakes Boulevard and the Dayton Valley Airpark at 135 Evans Avenue in Dayton, Nevada.

Figure 1: Project Location



EXISTING CONDITIONS

The subject property is currently undeveloped except for an NV Energy owned and operated electrical substation with high voltage overhead powerlines and an 18" Lyon County Utilities water transmission main.

This parcel was federally owned until the Bureau of Land Management (BLM) transferred the land to private ownership in 2006. The site is bound on three sides (south, east & west) by BLM property, four private parcels border the north boundary, three being vacant and the fourth housing the plastics manufacturer, RTP Company.

The Lyon County Master Plan Land Use is designated as Employment and the property is located within the Suburban Character District. The site is currently zoned Rural Residential (RR-5).

The current Rural Residential zoning designation is inconsistent with the County Master Plan designation of Employment requiring a zoning map amendment to align with the county's long-term vision for the area.

Figure 2: Surrounding Property Designations

Direction	Master Plan	Zoning	Current Use
North	Employment	Light Industrial (LI)	Undeveloped/ Manufacturing
South	Employment	Rural Residential 5-Acre Minimum (RR-5)	Undeveloped BLM (public)
East	Employment	RR-5	Undeveloped BLM (public)
West	Public Land	RR-5	Undeveloped BLM (public)

Figure 3: Existing Master Plan Designation

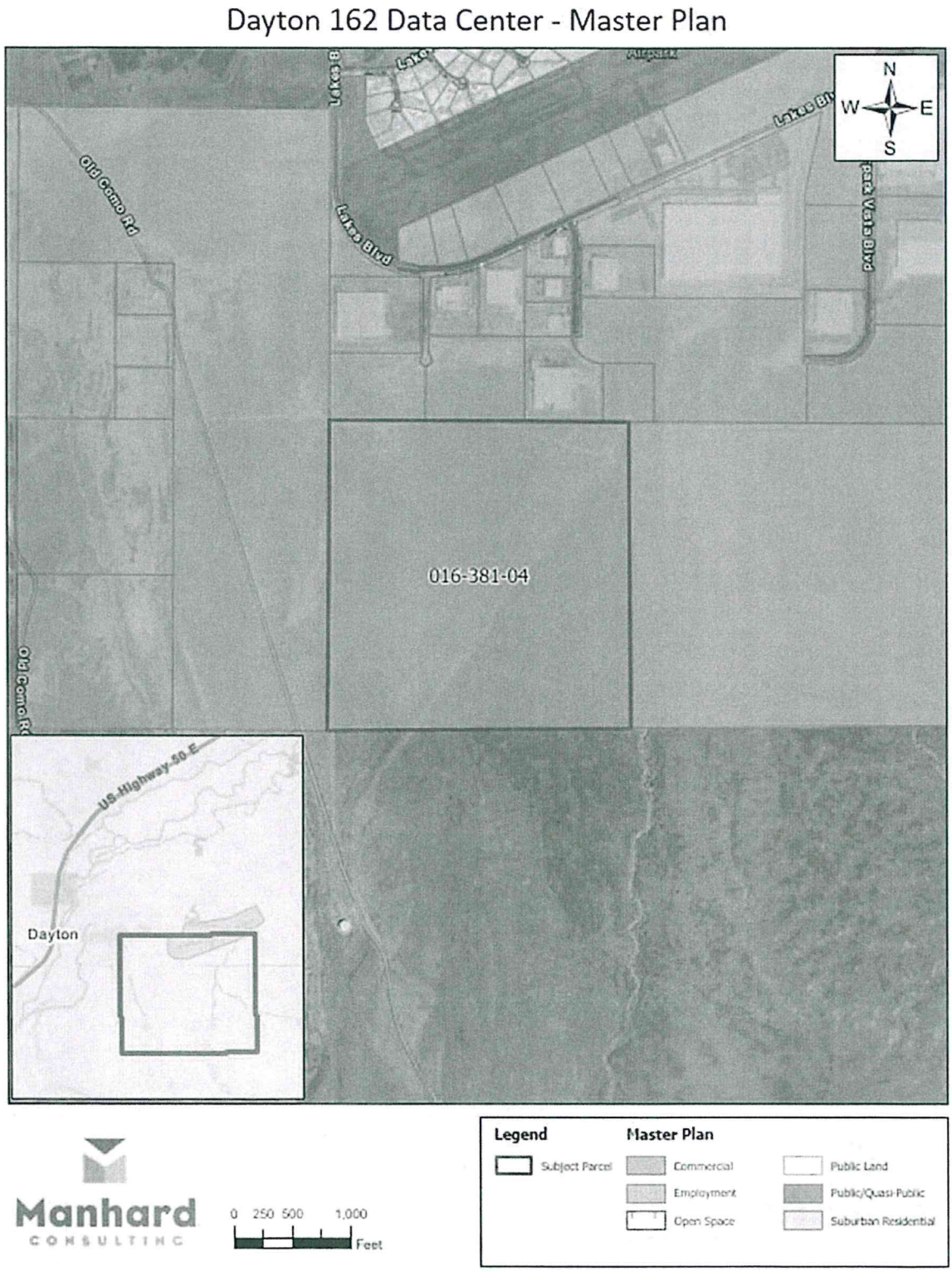
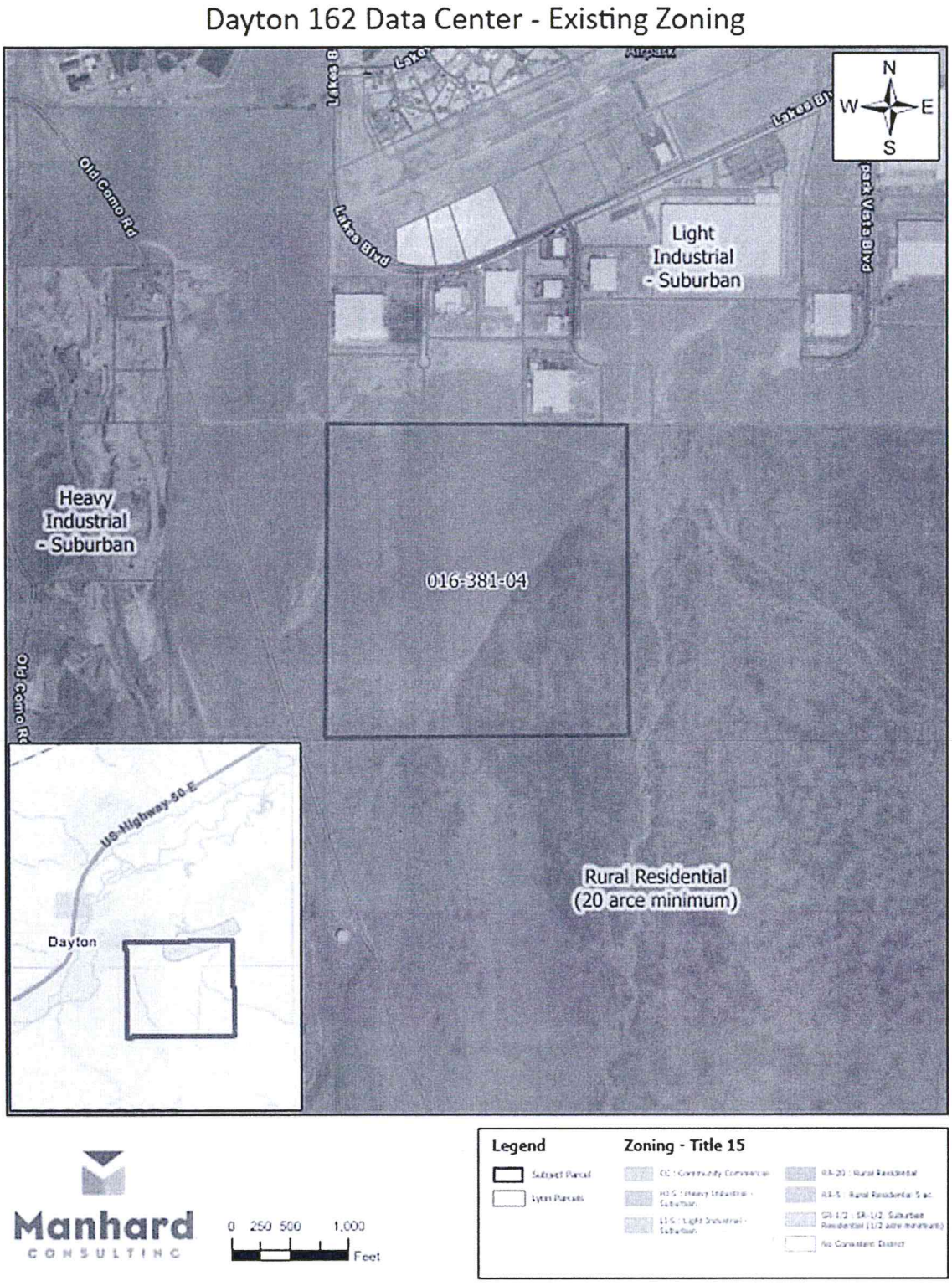


Figure 4: Existing Zoning Designation



ACCESS

The subject property currently does not have paved access. The closest public roadway is Evans Avenue, which currently terminates within the undeveloped parcel north of the property. NV Energy currently utilizes an unsurfaced [dirt] road running along the overhead powerlines. This dirt road transects BLM land and connects to Old Como Road to the west, which ultimately connects to Dayton Valley Road. An existing 20' public utility and access easement begins at the northwest corner of parcel and continues north to Lakes Blvd. The route also contains an existing unsurfaced road. Evans Ave is planned to be extended to the property and serve as the future primary access.

Since no development is proposed with this application, a Traffic Impact Study (TIS) or Trip Generation Letter is not provided. Any future proposed development associated with this parcel will provide a TIS at the time of permit if thresholds are reached. The TIS will take current and future traffic conditions into account.

TOPOGRAPHY AND HYDROLOGY

The subject property generally slopes from the southwest to the northeast with natural drainage channel transecting the site. Most of the parcel (89 acres) has a surface slope between 2% and 4% with another 14 acres of slopes less than 2%. These slopes will be optimal for drainage and utility design. Efficient site design by utilizing the optimal developable area will allow the earthwork to be balanced on site without the need for retaining walls.

While the entire parcel is classified by FEMA as 'Zone X, Area of minimal flood hazard', the site falls under the South Dayton Valley Area Drainage Master Plan (SDVADMP). Although the general area is subject to flooding issues, this parcel has relatively small offsite drainage for the area. Prior to submitting a development permit, the applicant will request Lyon County provide the offsite peak storm event flows via the SDVADMP model and projects will be in conformance with the guidelines and recommendations of the SDVADMP. Like all developments in the region, peak runoff increases due to construction of impervious surfaces will need to be mitigated by on-site detention/Low Impact Design (LID) basins prior to discharge offsite.

SOILS AND ENVIRONMENTAL

The subject property contains USGS database quaternary aged faults (dated as less than 1.8 million years old) mapped on site, which have been further investigated. The geotechnical consultant recommends the following: *Since the faults have not been active during the Holocene Epoch, the State of Nevada 50 ft setback for structures is not required. It is recommended, however, that the proposed structures maintain a 10 ft setback from the fault line or mitigation occur to help develop uniform ground support across the fault structure for the proposed buildings.*

The subject property's Phase 1 environmental assessment did not reveal any Recognized Environmental Conditions (RECs) or historic RECs. No other significant findings were noted in the Phase 1 ESA. Review of federal Wetlands delineation maps showed no mapped on-site wetlands.

UTILITIES

An NV Energy owned and operated electrical substation and associated overhead powerlines are located in the northwest quadrant of the site. According to NV Energy, the transmission circuit in the vicinity is 120kV and distribution adjacent to the site is 25kV.

An existing 18" municipal water transmission main runs along the eastern boundary and serves as the only connection from the Eldorado Water Tank to the Lyon County Utilities (LCU) municipal water system.

The closest sanitary sewer point of connection is an 8" PVC sewer main just past of end of pavement on Evans Ave. The applicant anticipates extending this sewer main with the extension of Evans Ave into the site. Given the general slope across the site, gravity sewer is likely feasible, so a public sewer lift station is not anticipated. The peak sewer discharge will need to be analyzed once more accurate data is available.

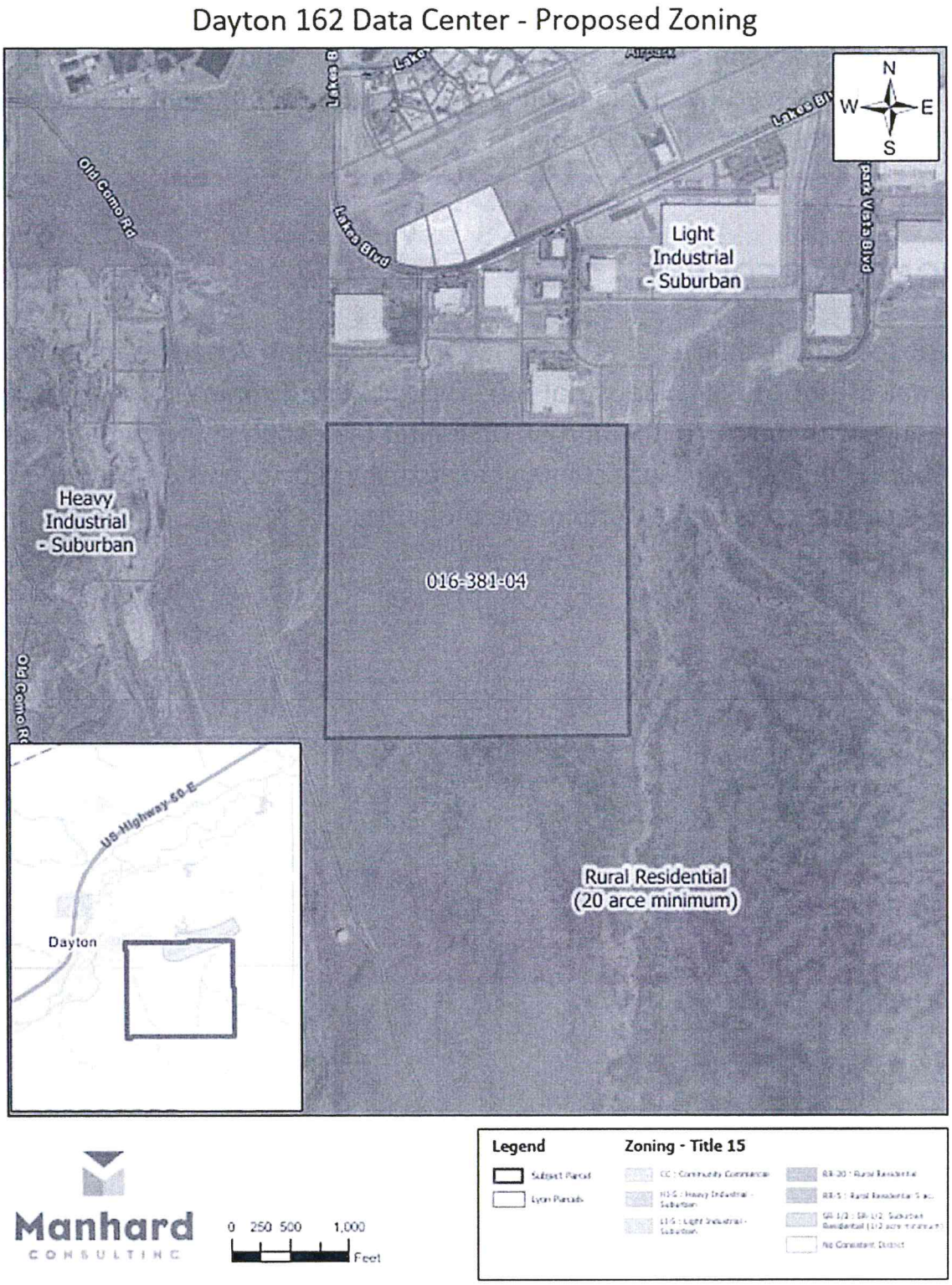
Southwest Gas is the natural gas utility company serving the area. The size, capacity, and exact location of the existing gas lines as well as the demand needs of the proposed facility will be determined at a later date.

Although there is no development proposed as part of this application request, when development occurs, the subject property can be designed to have necessary water and sewer infrastructure in place to serve the property. The subject property is currently outside the Lyon County Utilities service territory; however, it's location within the suburban character district and employment land use suggests an intent the property be served by public utilities. As a result, an annexation application is currently in process (Permit No: 25-0011).

APPLICATION REQUEST

The enclosed application is a request for a Zoning Map Amendment from Rural Residential (RR-5) to Light Industrial (LI). This will bring zoning for the parcel into conformance with the current Suburban Character District and Employment Land Use designation. Light Industrial was chosen because it will be consistent with the zoning of the adjacent parcels to the north of the property.

Figure 5: Proposed Zoning Designation



FINDINGS

LCC 15.220.05 Findings for Zoning Map Amendments

A. That the proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;

The proposed Zoning Map Amendment to Light Industrial is a logical extension of the adjacent Light Industrial designation which is consistent with the proposed Employment Master Plan designation and Suburban Character District. The proposed amendment is in substantial compliance with and promotes the following Master Plan goals and policies:

- Occur in an area that is served by, or are adjacent to, areas with existing utility systems to avoid distant and costly extensions (Policy FS 1.1: Location of New Development)
- Avoid or mitigate increased risk from natural hazards to persons or property that are caused by development. (Policy NR 6.2: No Increase in Risk from Natural Hazards)
- Be located in an area that does not adversely impact existing residential settlements. (Policy LU 1.4: Locate industrial development as designated on County-Wide Land Use Plan or Determined by Criteria).
- Support a diverse base of jobs to provide for a broader range of employment opportunities that are geographically distributed to be near population centers. (Policy LU 3.1: Diverse Economic Base).
- Encourage industrial development where public facilities exist or are planned to accommodate such development cost-effectively. (Policy LU 3.2: Business and Industry Locations that are Consistent with Future Land Use Plan)

B. That the proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

The proposed Zoning Map Amendment has been designed to expand upon the existing right-of-way pattern and incorporate water and service infrastructure, ensuring the provision of adequate public facilities and services. The pending annexation application with Lyon County Utilities will ensure timely development that contributes to the orderly and efficient arrangement of domestic water service and the extension of transportation routes and other public facilities and services.

C. That the proposed amendment is compatible with the actual or master planned adjacent uses. (Ord. 603, 11-1-2018)

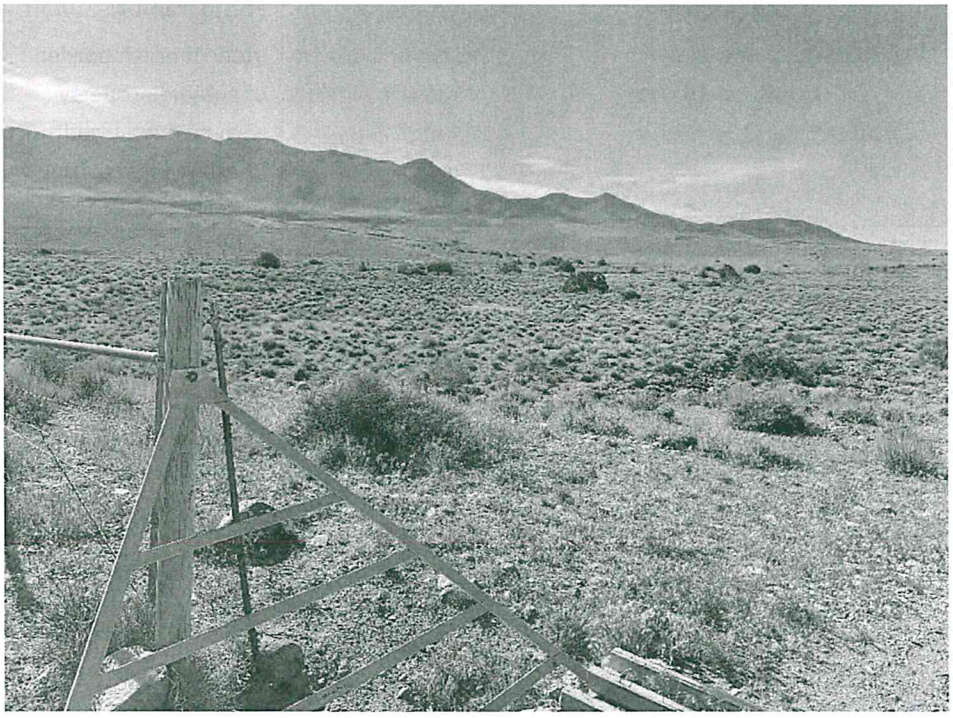
The proposed Zoning Map Amendment to Light Industrial will promote development that is compatible and commensurate with the character and physical limitations of the land and adjacent uses.



Photograph 1:

View of the northwest portion of the subject property. Photo facing west.

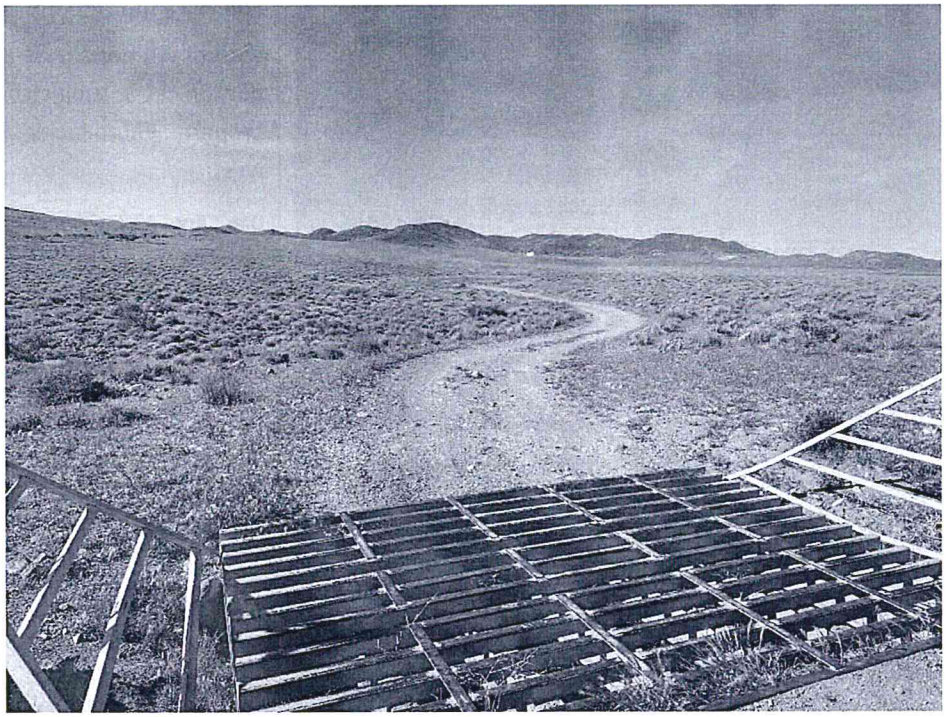
Date: April 30, 2024



Photograph 2:

View of the southeast border of subject property. Photo facing southeast.

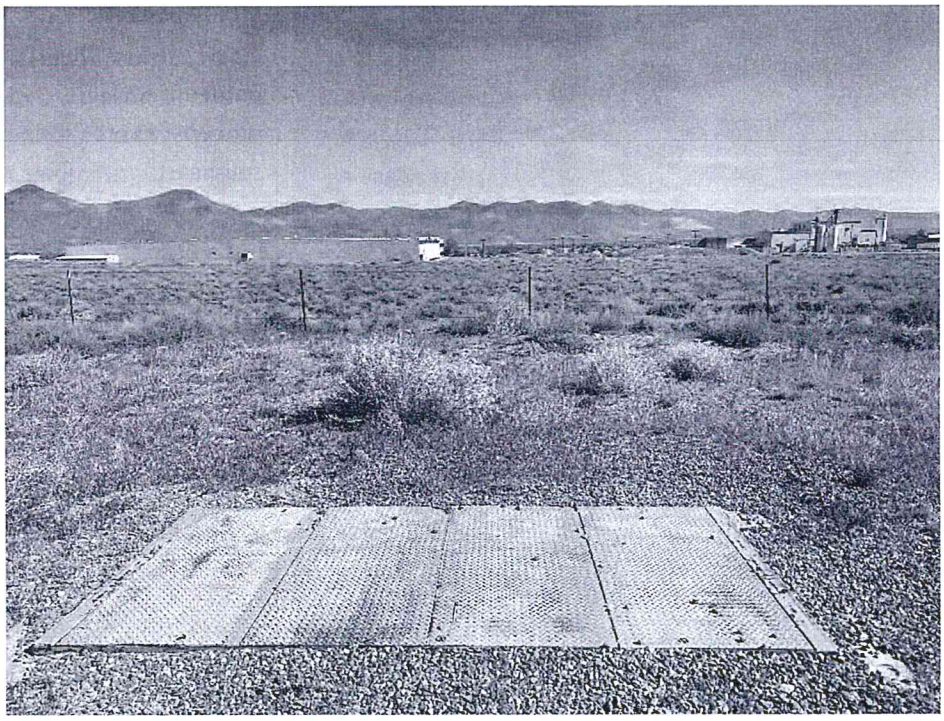
Date: April 30, 2024



Photograph 3:

View of north end of subject property. Photo facing south.

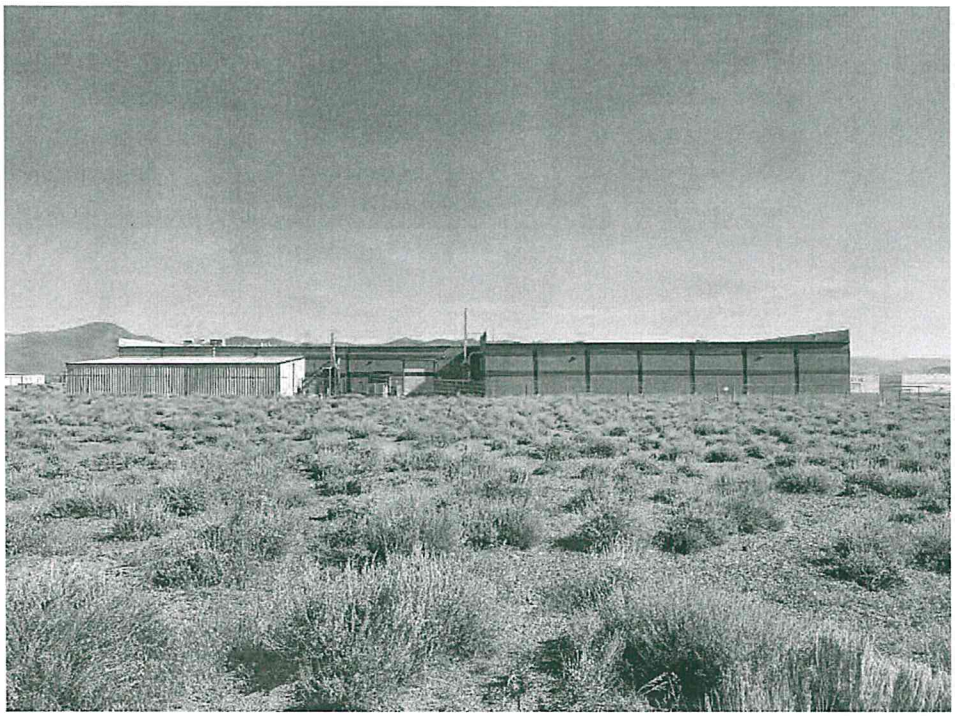
Date: April 30, 2024



Photograph 4:

View of north border of subject property with electrical vault. Photo facing north.

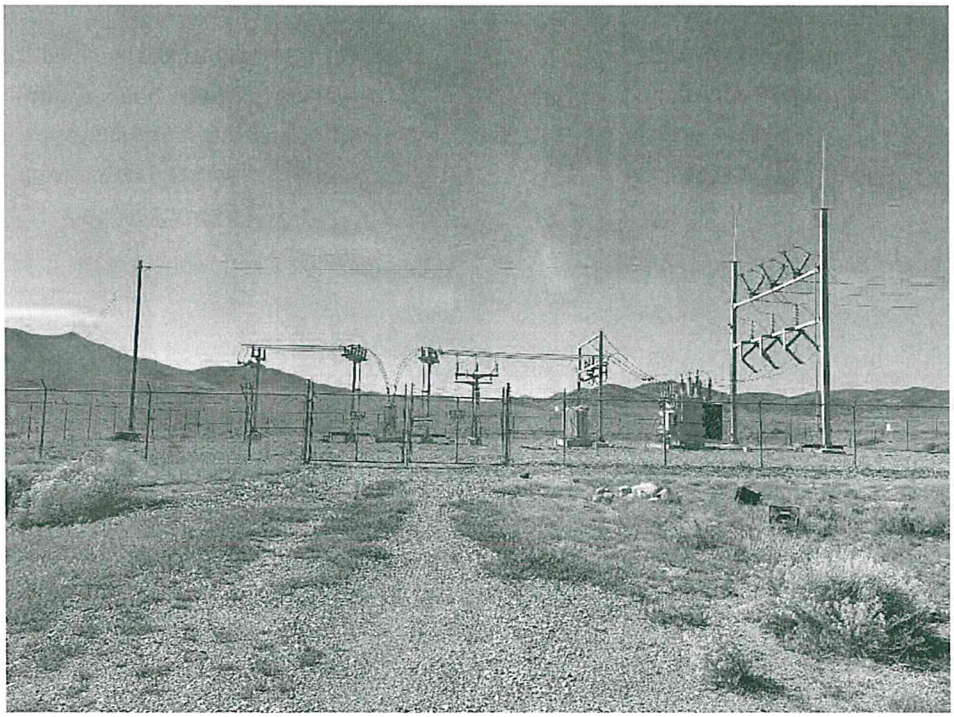
Date: April 30, 2024



Photograph 5:

View of northern end of subject property and building on northern-adjacent property. Photo facing north.

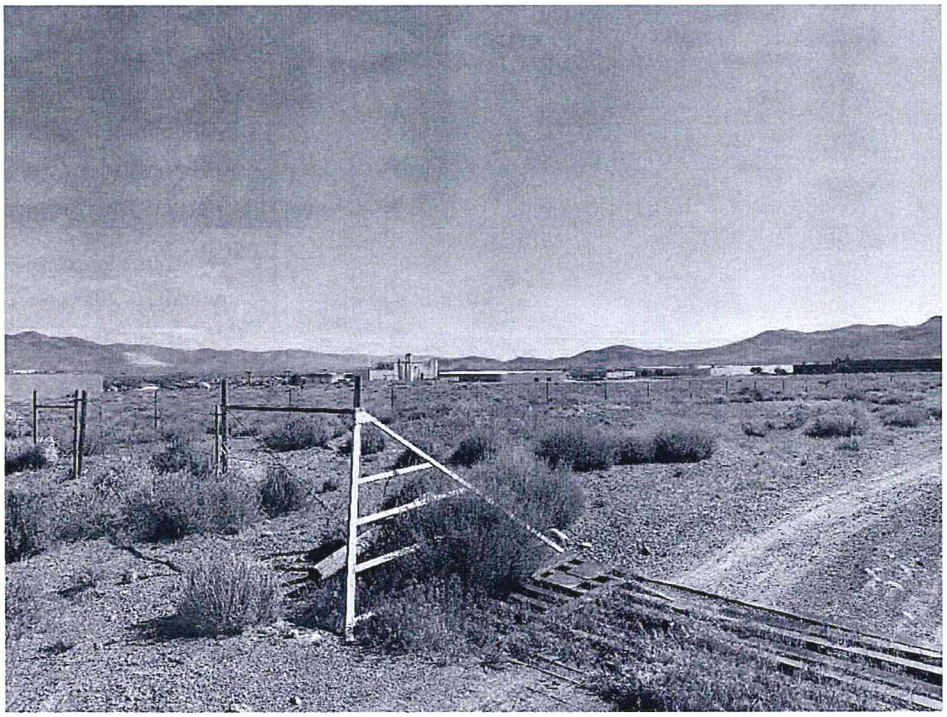
Date: April 30, 2024



Photograph 6:

View of electrical enclosure. Photo facing south.

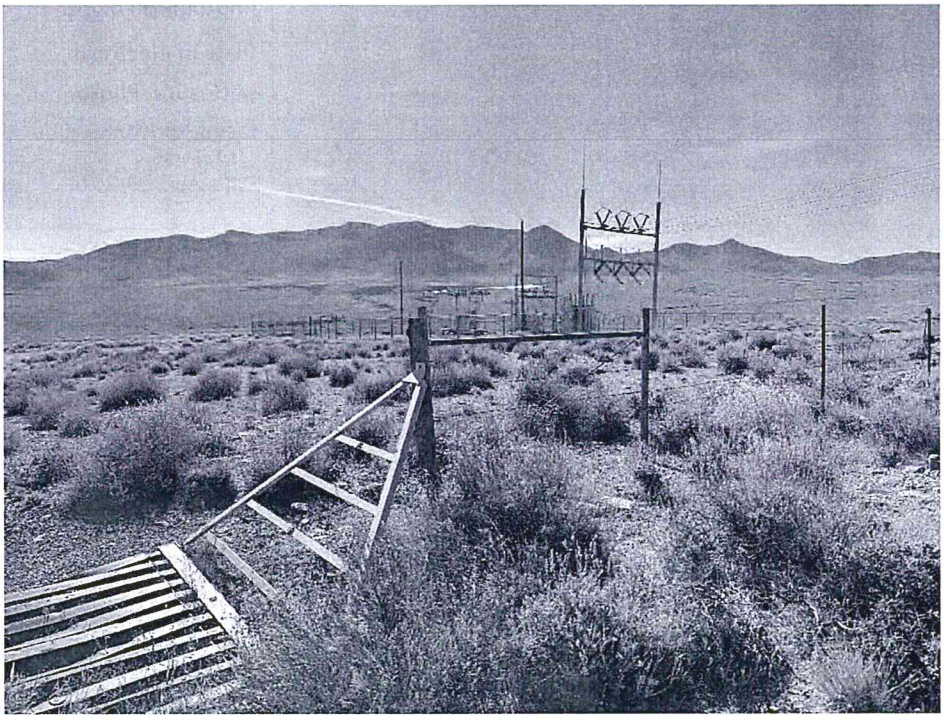
Date: April 30, 2024



Photograph 7:

View of northwest property boundary on west side of subject property. Photo facing northwest.

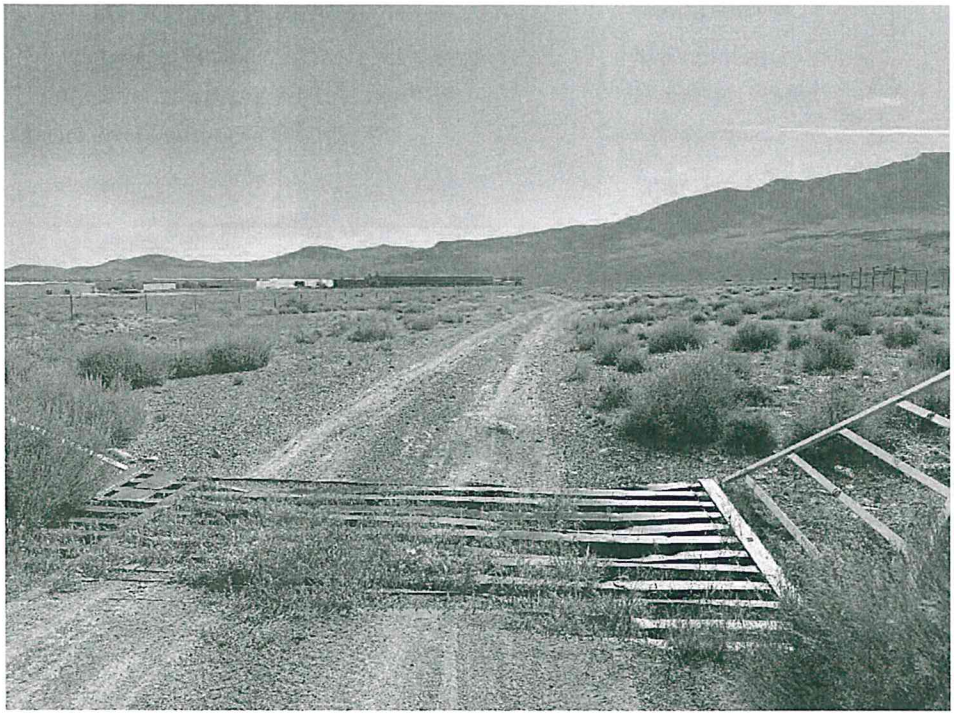
Date: April 30, 2024



Photograph 8:

View of southwest property boundary on west side of subject property. Photo facing southwest.

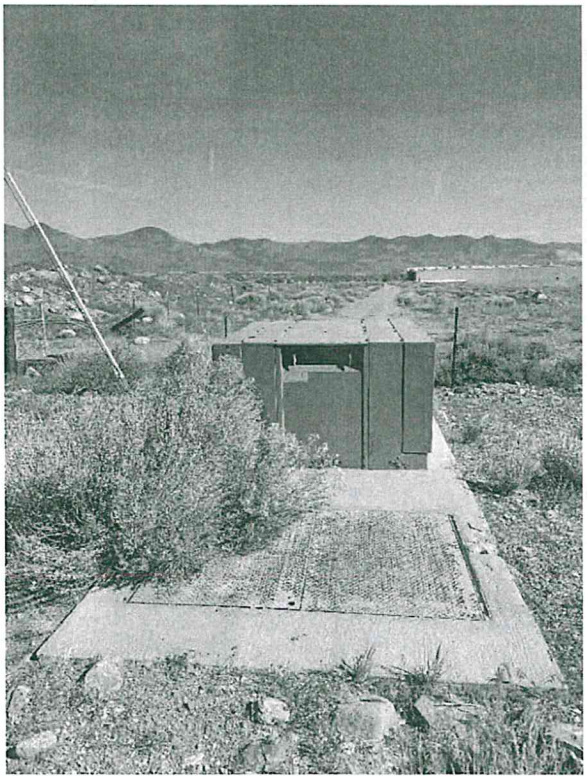
Date: April 30, 2024



Photograph 9:

View of west property boundary. Photo facing east.

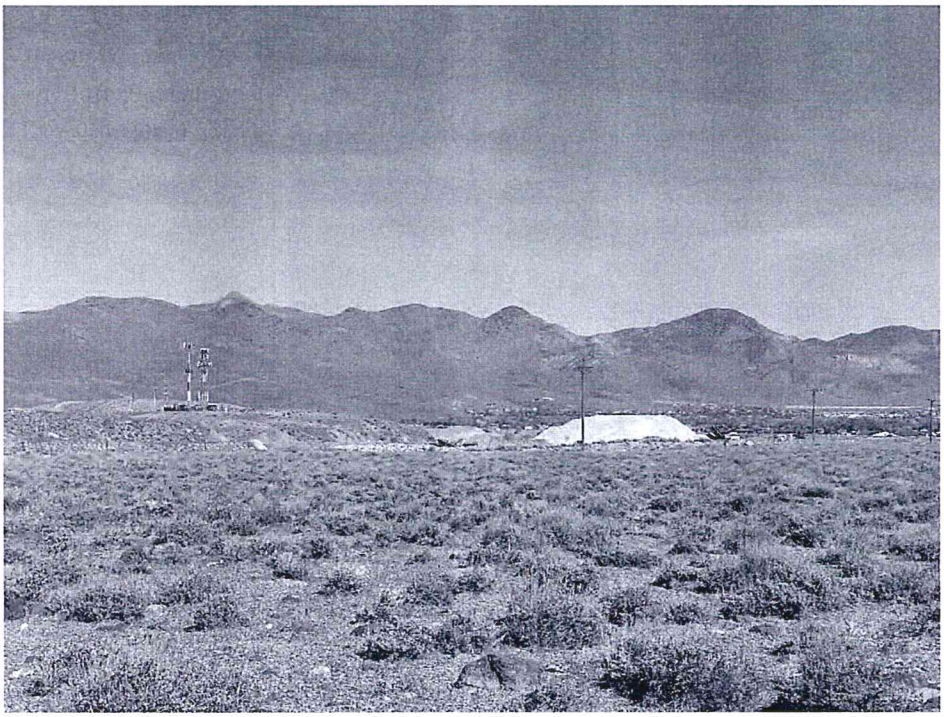
Date: April 30, 2024



Photograph 10:

View of pad mounted transformer north of subject property. Photo facing north.

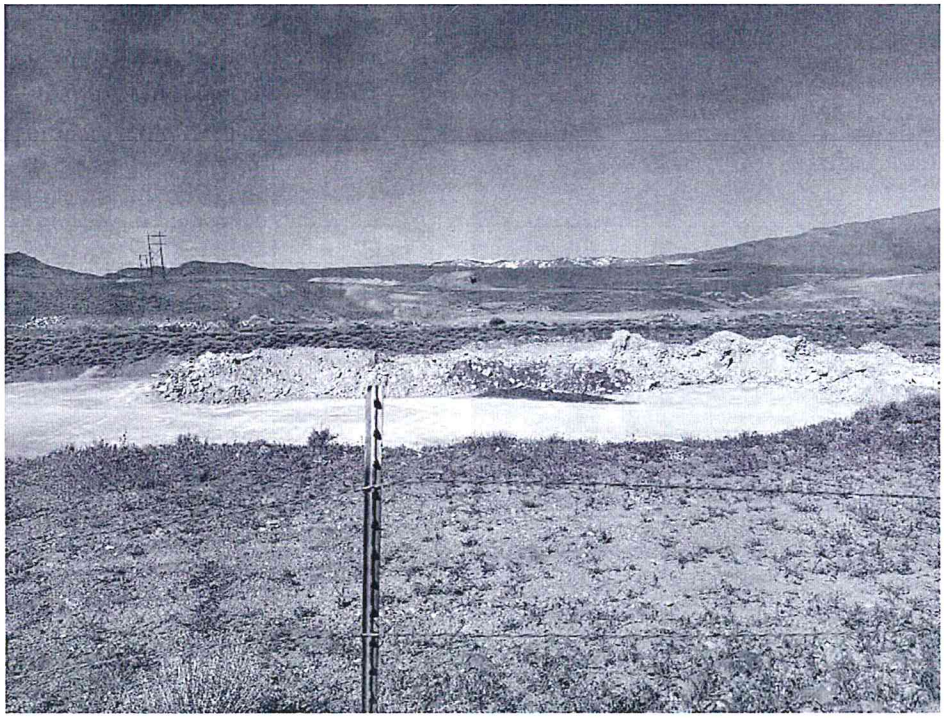
Date: April 30, 2024



Photograph 11:

View of quarry southwest of subject property. Photo facing west.

Date: April 30, 2024



Photograph 12:

View of quarry southwest of subject property. Photo facing west.

Date: April 30, 2024

Community Development Department

BBCJ Investors, LLC

Zoning Map Amendment

PLZ-2025-001

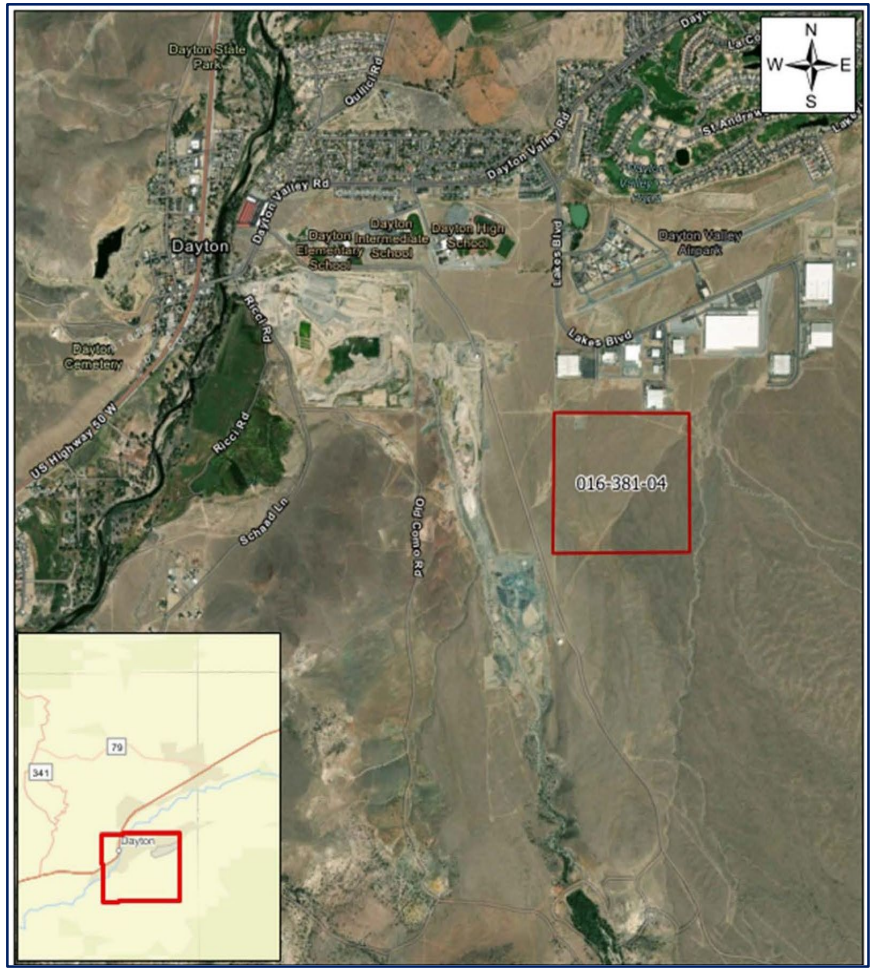
Board of County Commissioners

April 3, 2025

Applicant Request

The Applicant requests a Zoning Map Amendment (ZMA) on one parcel. The ZMA would change the zoning from the Title 10 district of **RR-5** (Fifth Rural Residential District (20 Acres)) to the Title 15 district of **LI-S** (Light Industrial - Suburban)

Vicinity Map and Project Summary



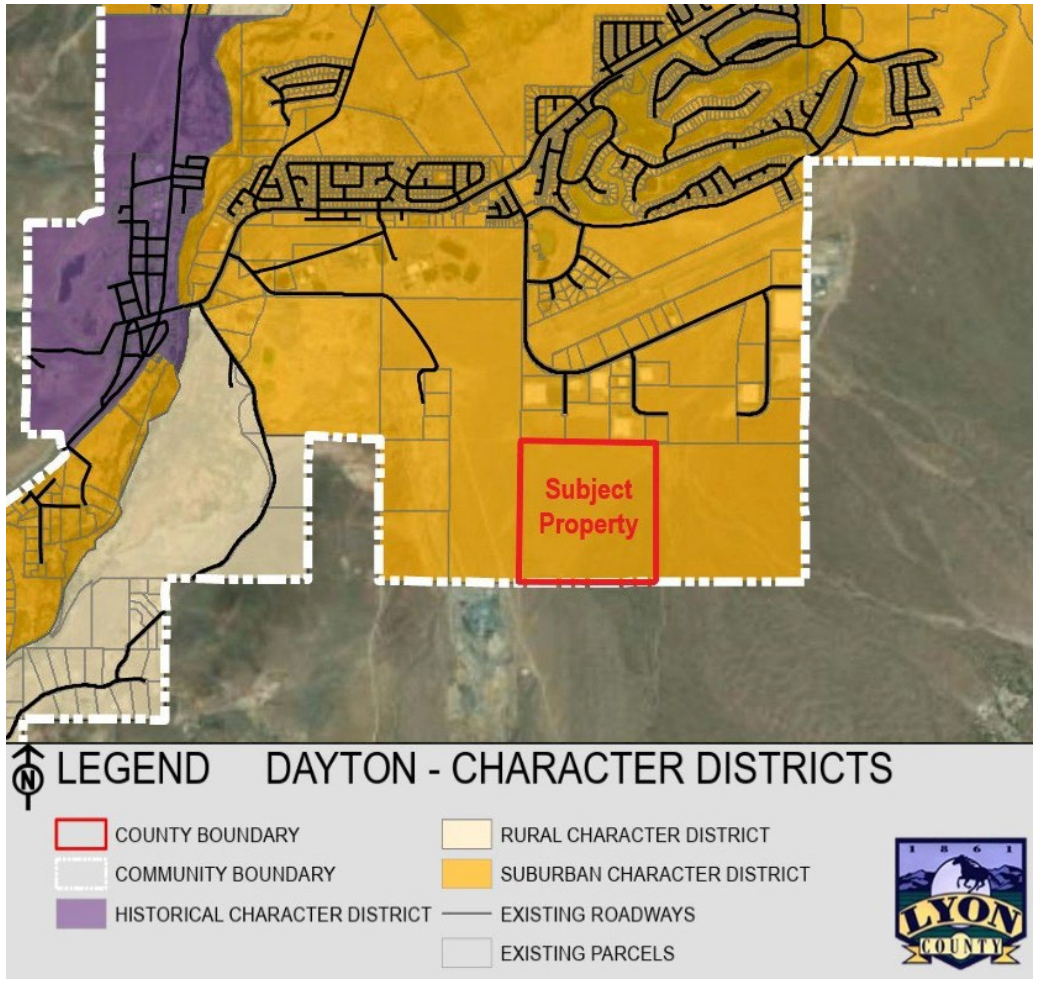
Location:
135 Evans Avenue, Dayton

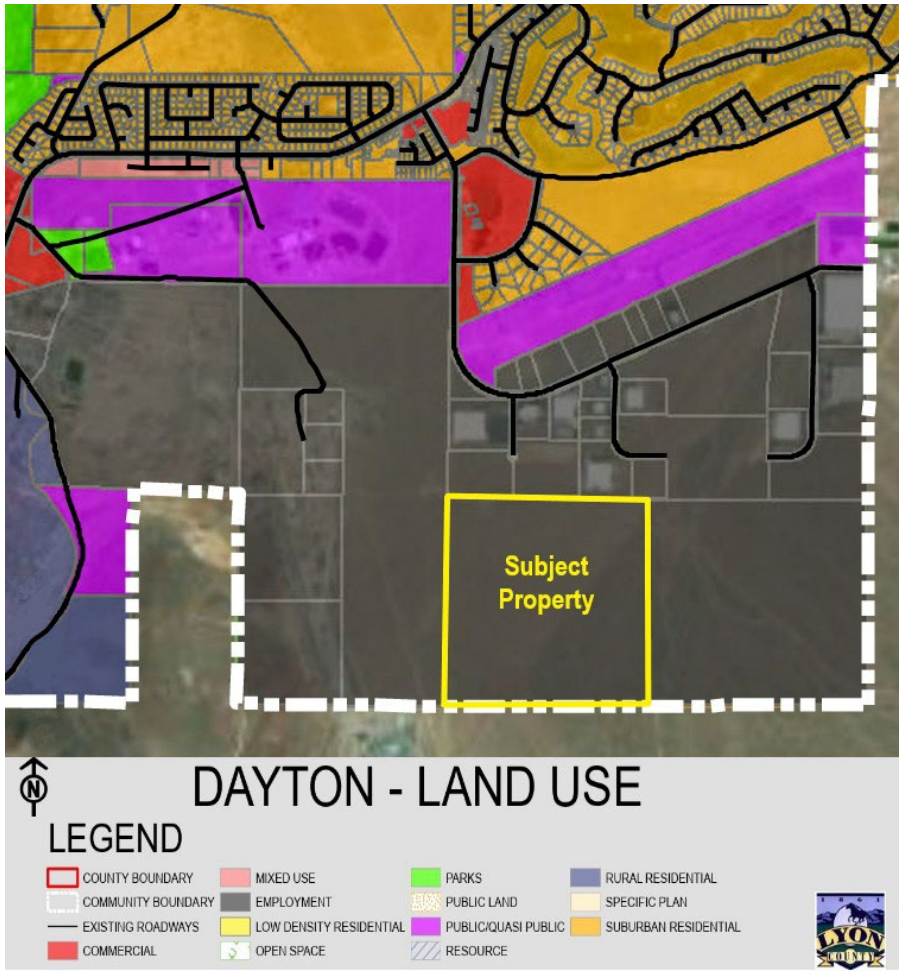
APNs:
016-381-04

Total Area:
162.06Acres

Topography:
Slopes generally southwest to northeast

Master Plan


Subject Property
LEGEND
DAYTON - CHARACTER DISTRICTS
COUNTY BOUNDARY
COMMUNITY BOUNDARY
HISTORICAL CHARACTER DISTRICT
RURAL CHARACTER DISTRICT
SUBURBAN CHARACTER DISTRICT
EXISTING ROADWAYS
EXISTING PARCELS

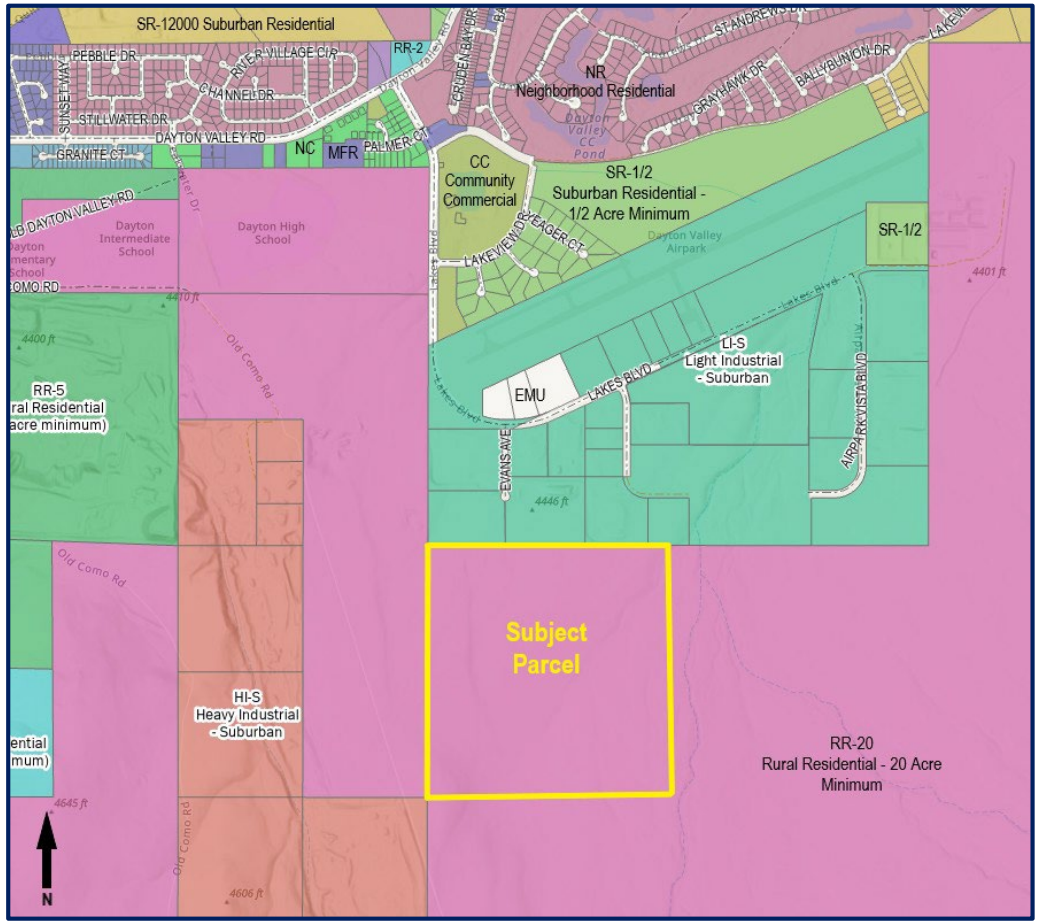

Subject Property
DAYTON - LAND USE
LEGEND
COUNTY BOUNDARY
COMMUNITY BOUNDARY
EXISTING ROADWAYS
COMMERCIAL
MIXED USE
EMPLOYMENT
LOW DENSITY RESIDENTIAL
OPEN SPACE
PARKS
PUBLIC LAND
PUBLIC/QUASI PUBLIC
RESOURCE
RURAL RESIDENTIAL
SPECIFIC PLAN
SUBURBAN RESIDENTIAL

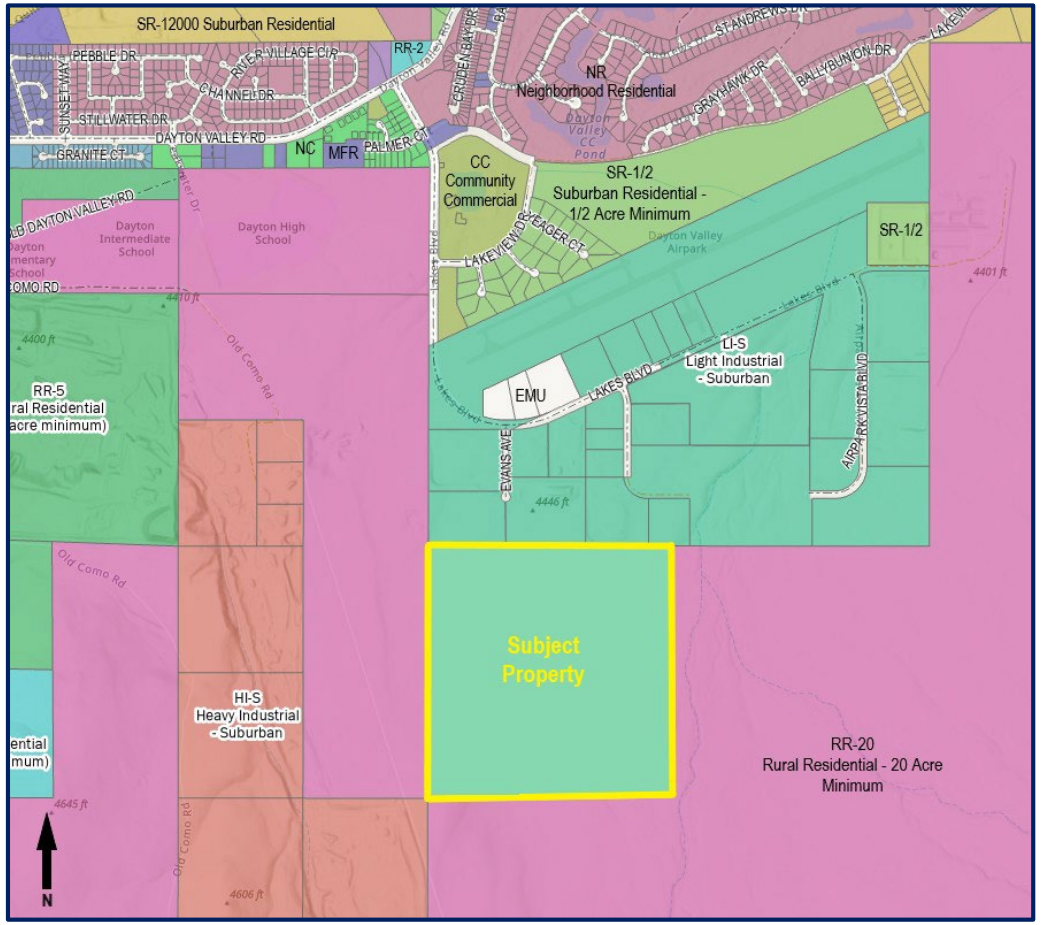
Master Plan Land Use Table

	Title 10 Zoning *(Consistent Title 15 Designation)*	Title 15 Zoning	Density Range/Size	Description/Characteristics	Examples of Uses
Employment	M-1 *(HI-R, -S)*	LI-R, LI-S HI-R, HI-S EMU SI XX PUD *	Varies depending upon location and development context.	Suburban character district land use. Intended to provide concentrated areas of employment, combined with a mix of complementary commercial and residential uses Office/Research Park developments may be incorporated into a master planned neighborhood, or located in close proximity to residential areas. May include smaller live-work complexes consisting of a single building or several buildings that are not located within a typical office or industrial park setting, but are located on infill sites within established suburbanizing areas of the County. Activities typically take place indoors and outdoor storage or other more industrial types of uses are typically not permitted.	Light manufacturing, distribution, indoor and screened outdoor storage, and a wide range of other industrial and commercial services and operations. *Primary Uses:* Employment facilities, such as corporate offices, medical facilities and offices, research and development, service and light industrial facilities, and educational facilities. *Secondary Uses:* Limited residential, including residential mixed-use and live-work units, or commercial (or combination of the two) uses are encouraged in Employment Mixed-Use areas. Open space, parks, pathways, schools, other public uses, and senior housing facilities are also appropriate.

Community Development Department

Current and Proposed Zoning





Public Facilities

- The project is not within the Lyon County Utilities Department (LCUD) service area.
- The LCUD area is directly adjacent to the property to the north and has existing water and sewer services located within properties directly adjacent to the north.
- The applicant has made an application to the Lyon County Utilities Department for annexation into the Utility District.
- The site lies within the Suburban Character District and in within the Employment designation.
- The property would then have to consider using a well and commercial sewer system.

Findings - Highlights

Chapter 15.220.05 lists the **Findings** for the Planning Commission to consider when reviewing a request to amend zoning. The Findings must be supported by a statement of evidence, facts and conclusions prior to making a recommendation of approval or denial.

A. **The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;** The Zoning Map Amendment to LI-S is an allowed zoning district within the Employment Master Plan Land Use and is consistent with the MP Policies and Goals.

B. **The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;** The parcels are not within the water and sewer service boundaries of the LCUD however they have applied to be annexed into the district. They also have the option for well and septic.

C. **The proposed amendment is compatible with the actual or master planned adjacent uses.** The proposed ZMA is consistent within the MP designation of Employment and the Industrial Uses adjacent to the north. This use is compatible with the surrounding uses.

Planning Commission

At the March 11, 2025 Planning Commission Meeting, **the application was approved unanimously** (6 Ayes; 0 Nays; 0 Abstention; 1 Absent – Commissioner Loomis) to forward a recommendation of approval to the Board of County Commissioners, based upon the **Findings**.

Questions


Carson River
Carson River
Dayton High School
Dayton
Airpark



Dayton 162

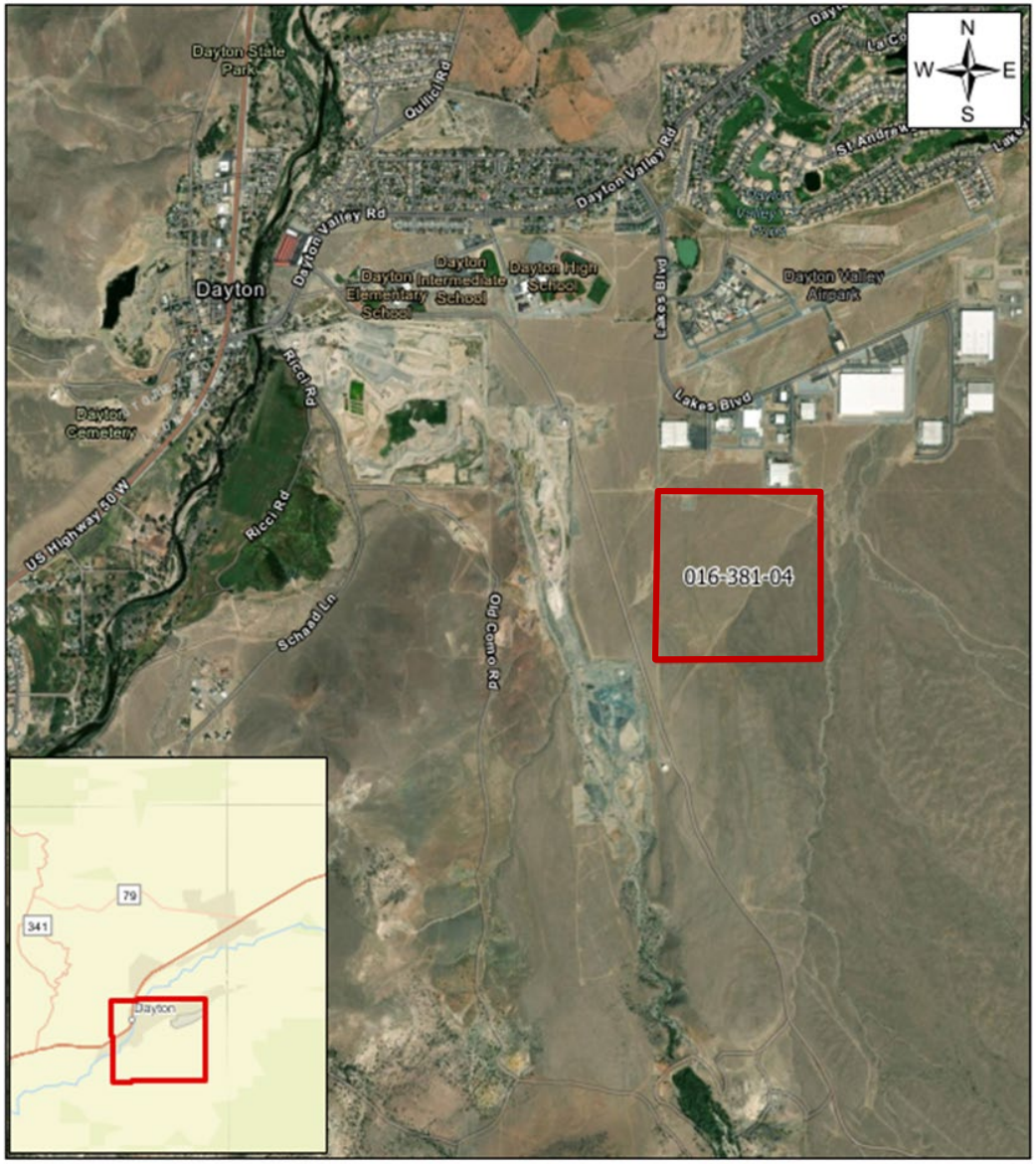
Manhard CONSULTING

PIÑON DESIGN GROUP

PROJECT LOCATION

Dayton, NV
135 Evans Avenue

South of Lakes Boulevard



Manhard CONSULTING

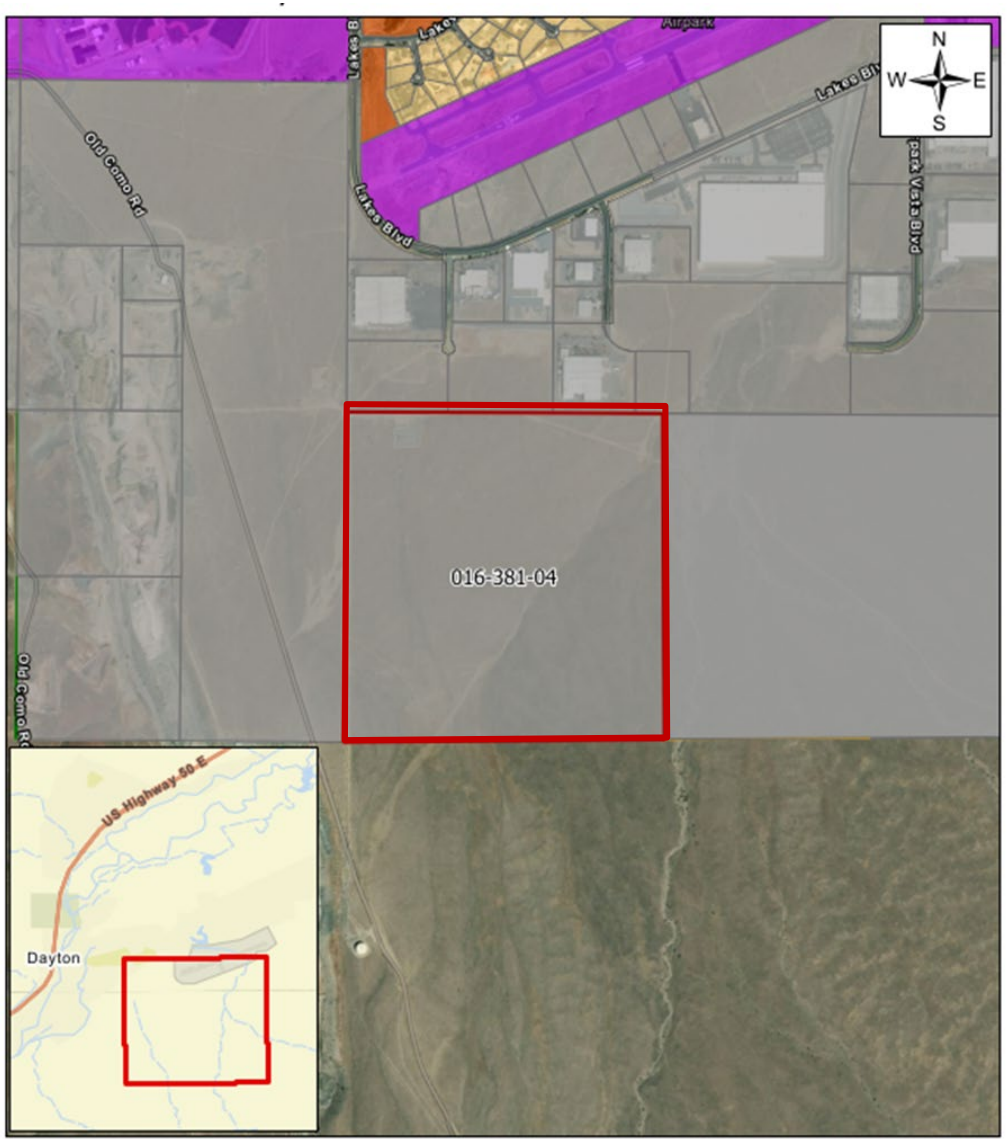
Legend

Subject Parcel

MASTER PLAN DESIGNATION

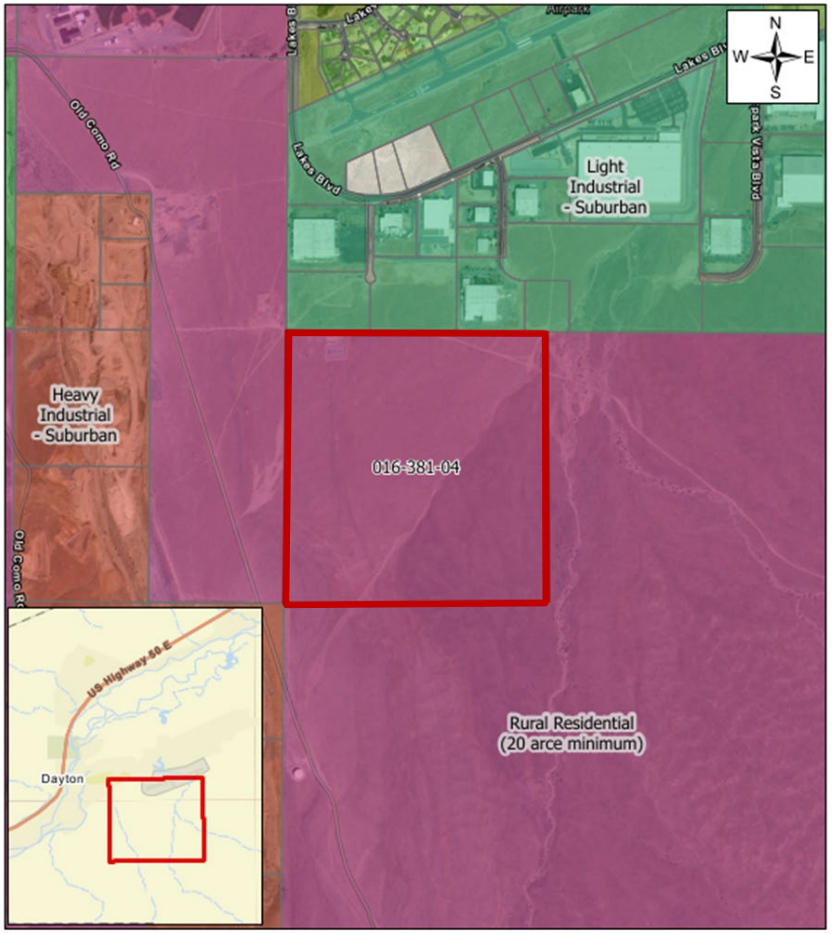
EMPLOYMENT





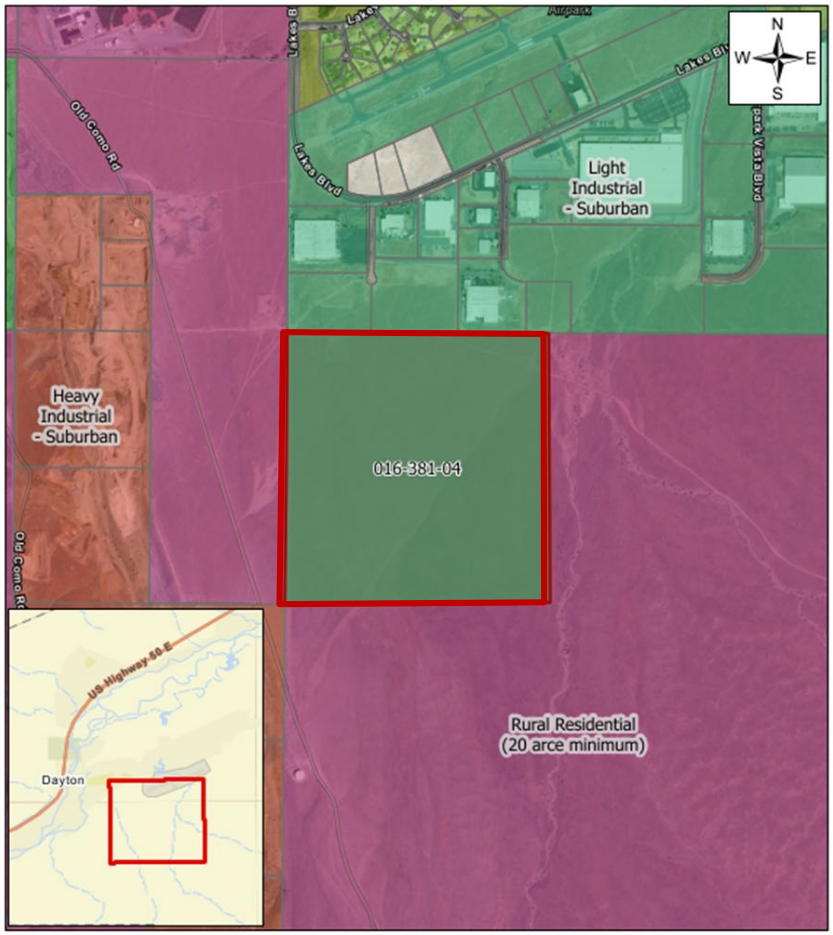
ZONING DESIGNATIONS

EXISTING: RURAL RESIDENTIAL



Manhard CONSULTING

PROPOSED: LIGHT INDUSTRIAL



Manhard CONSULTING

APPLICATION

ZONING MAP AMENDMENT
From Rural Residential (RR-5) to Light Industrial (LI)

JUSTIFICATION

Light Industrial is consistent with the zoning of the adjacent parcels to the north of the property.

The proposed zoning will bring the parcel into conformance with the Suburban Character District and Employment Master Plan designation.

Q&A

Manhard
CONSULTING LTD

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
16.b

Subject:
For Possible Action: To approve a request for abandonment of two 60-foot wide access easements as granted on Land Maps 172779, 441269, and 677736, situated on Assessor's Parcel Numbers (APN's) 016-401-97 and 016-406-20, located within the Traditions Commercial Subdivision in Dayton (PLZ-2025-013).

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- Staff Report
- Backup

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

27 S. MAIN STREET
YERINGTON, NEVADA 89447
(775) 463-6592
FAX: (775) 463-5305

34 LAKES BOULEVARD
DAYTON, NEVADA 89403
(775) 246-6135
FAX: (775) 246-6147

STAFF REPORT

PLZ-2025-013	Access Easement Abandonment/Vacation of two sixty feet (60') wide dedicated access easements as granted per Land Maps 172779, 441269, and 677736.
Proposed Action	Access Easement Abandonments for Traditions Commercial Subdivision
Meeting Date	April 3, 2025
Owner(s)	Lucas Homes & Development LLC
Applicant(s)	Manhard Consulting, Ltd.
Location	Within the Traditions Commercial Subdivision in Dayton
Parcel Number(s)	APNs 016-401-97 and 016-406-20
Parcel Size	101.42 acres total
Master Plan	Commercial, Commercial Mixed-Use, and Suburban Residential
Zoning	Community Commercial, Neighborhood Residential, and Split Zoned containing Community Commercial, Commercial Mixed-Use Suburban and Neighborhood Residential
Flood Zone(s)	X-Shaded (0.2 Percent Annual Chance Flood Hazard) per FIRM 32019C0289F
Case Planner	Lisa Nash

REQUEST

The applicant is requesting abandonment/vacation of two sixty feet (60') wide dedicated access easements as granted per Land Maps 172779, 441269, and 677736. The existing easements will be replaced by easements that follow the roadways proposed and constructed for the Traditions Commercial Subdivision.

STAFF RECOMMENDATION

Staff recommends approval of the abandonment request as the abandonment of these access easements will have:

- No detrimental effect on public access to adjacent properties,
- No impact on ability of utilities to provide services to other property owners or the public, and
- Will not interfere with drainage of the subject parcel or any adjacent parcels.

RECOMMENDED MOTION

If the Board of County Commissioners finds there is sufficient reason to approve the abandonment, then the Board should make findings in support of the access easement abandonment/vacation and move to recommend approval of the request.

The Board of County Commissioners may consider a motion similar to the following:

The Lyon County Board of County Commissioners finds that:

A. The public will not be materially injured by the vacation.

B. No easements are known to be located within the right of way that must be perpetuated.

C. The vacation will not result in the loss of access to a street from abutting property owners.

D. Neither the public nor Lyon County have a continued interest in the preservation of the 60 foot wide access easement.

Based on the aforementioned findings, I move that the Board of County Commissioners approves the request for abandonment of two 60-foot wide access easements as granted on Land Maps 172779, 441269, and 677736, situated on Assessor's Parcel Numbers (APN's) 016-401-97 and 016-406-20, located within the Traditions Commercial Subdivision in Dayton (PLZ-2025-013), subject to the following conditions:

1. The replacement access easements shall be included in the Final Subdivision Map to be recorded within the time frame included with the approved Tentative Subdivision Map (PLZ-2023-079).
2. Should any public utility easement require abandonment as part of this action, documentation of the release of interest by all affected utility purveyors with interest shall be obtained prior to recording any abandonment or vacation documents. Easements needed for existing utilities shall be continued and/or provided.

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Alternative Motion for Continuance

If the Board of County Commissioners determines that additional information, discussion and public review are necessary for a more thorough review of the proposed access easement abandonments/vacations, then the Board should make appropriate findings and move to continue the Public Hearing with either a specific time period for the applicant to provide additional specific information necessary for the analysis of the request:

The Board of County Commissioners may wish to consider a motion similar to the following:

The Board of County Commissioners finds that:

A. Additional information, discussion and public review are necessary for a more thorough review of the proposed access easement abandonments/vacations.

Based on the aforementioned Finding and with the applicant's concurrence, the Board of County Commissioners continues the request for abandonment of two 60-foot wide access easements as granted on Land Maps 172779, 441269, and 677736, situated on Assessor's Parcel Numbers (APN's) 016-401-97 and 016-406-20, located within the Traditions Commercial Subdivision in Dayton (PLZ-2025-013) for ___ days.

Alternative Motion for Denial

If the Board of County Commissioners determines that they should recommend denial of the proposed abandonment/vacation of the access easements, then the Board should make appropriate Findings to support denial of the abandonment/vacation of the access easements.

The Board of County Commissioners may wish to consider a motion similar to the following:

The Board of County Commissioners finds that:

A. The public will be materially injured by the vacation.

B. There are easements known to be located within the right of way that must be perpetuated.

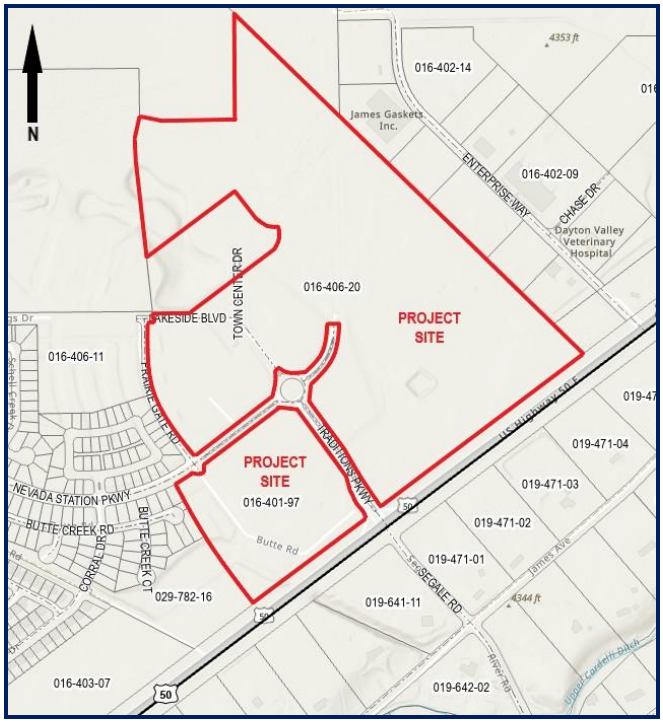
C. The vacation will result in the loss of access to a street from abutting property owners.

D. The public or Lyon County have a continued interest in the preservation of 60 foot access easements.

Based on the aforementioned Findings, I move that the Board of County Commissioners deny the request for abandonment of two 60-foot wide access easements as granted on Land Maps 172779, 441269, and 677736, situated on Assessor's Parcel Numbers (APN's) 016-401-97 and 016-406-20, located within the Traditions Commercial Subdivision in Dayton (PLZ-2025-013)

LOCATION

The subject parcels are located north of Hwy 50, to the east and west of Traditions Parkway in Dayton as shown in the map below.

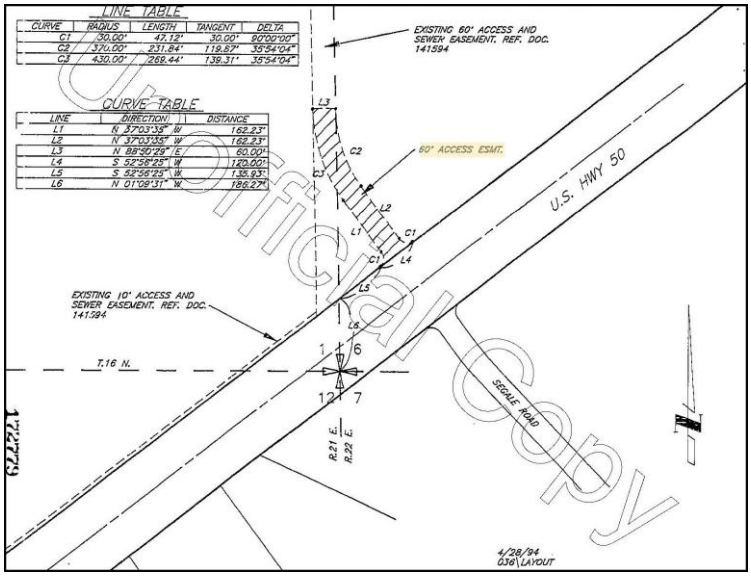


Vicinity Map

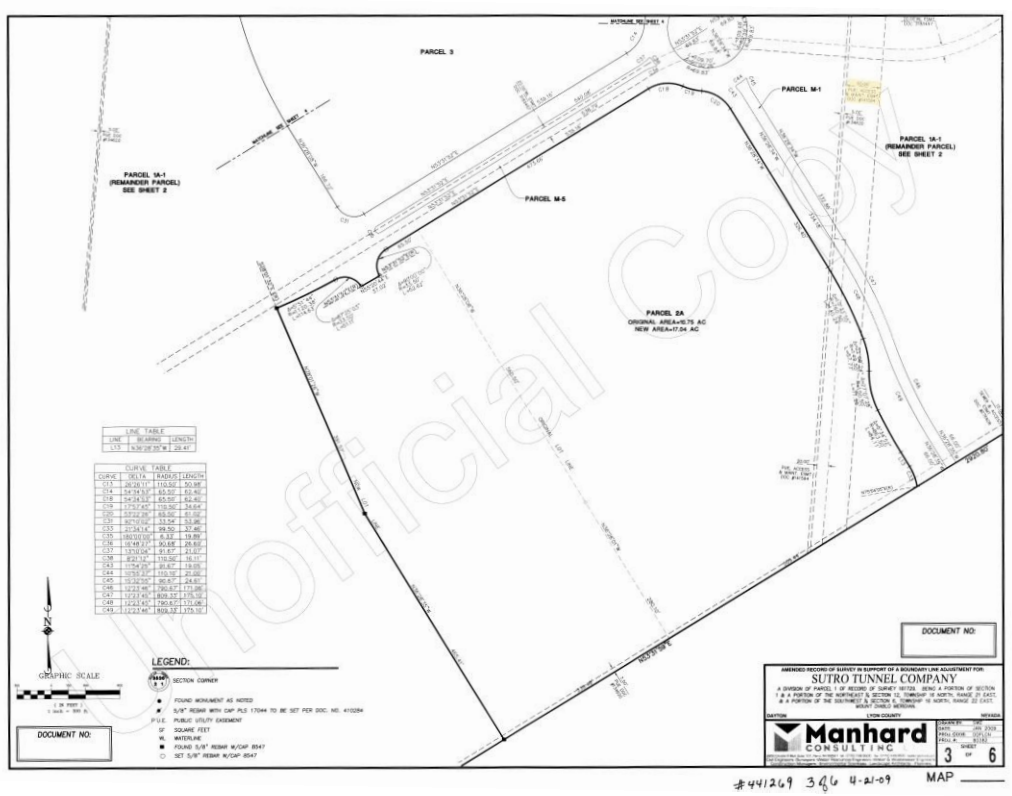
BACKGROUND

The access easements to be abandoned are included on the following parcel maps.

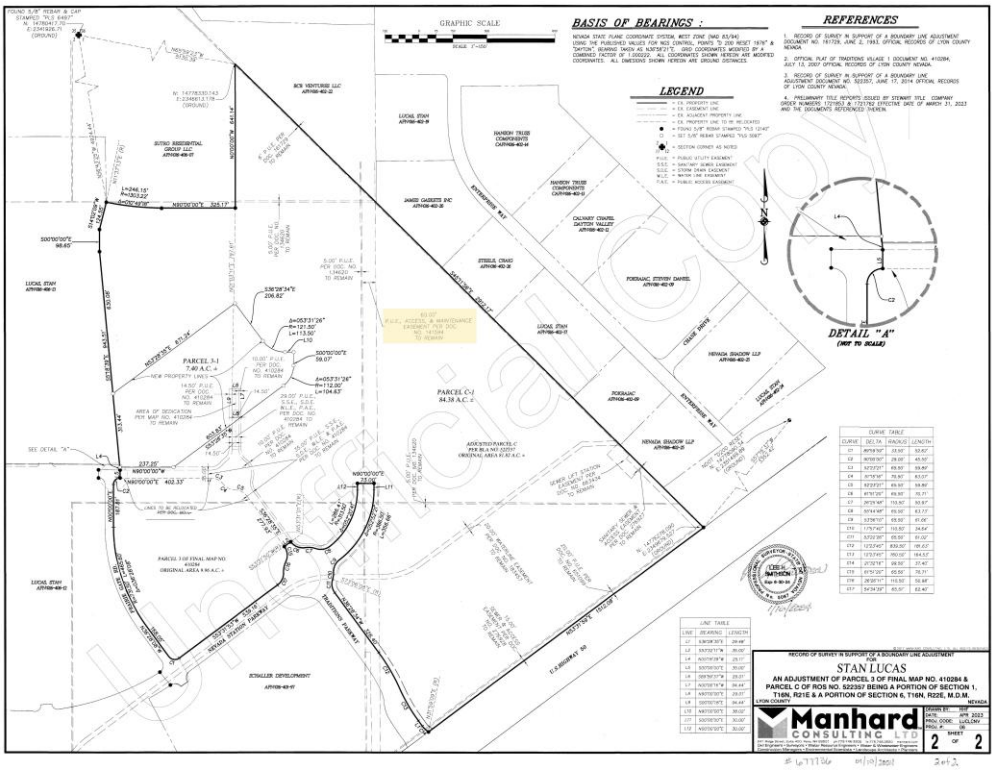
- Document 172779, Recorded June 24, 1994.
- Document 441269, Recorded April 21, 2009
- Document 677736, Recorded January 19, 2024



Recorded Parcel Map #172779

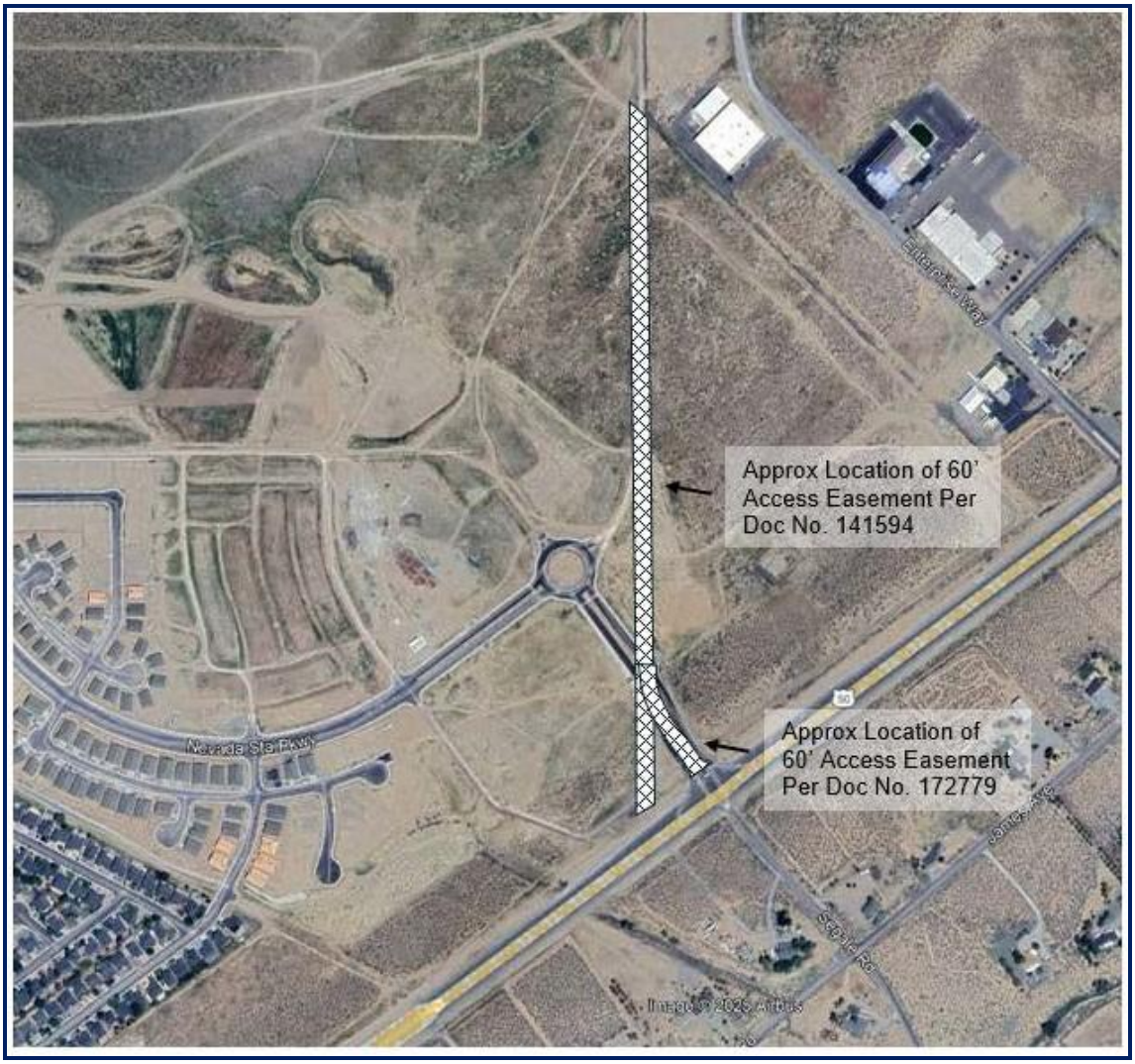


Recorded Parcel Map #441269



Recorded Parcel Map #677736

The following aerial plan, provided by the Applicant, shows the site and the two access easements to be abandoned. The plan also shows the existing access road to the site and is reflected on the draft final commercial subdivision map under review currently.



Aerial Map

The exhibits on the following pages were provided by the applicant and shows the dedicated access easements to be abandoned in more detail.

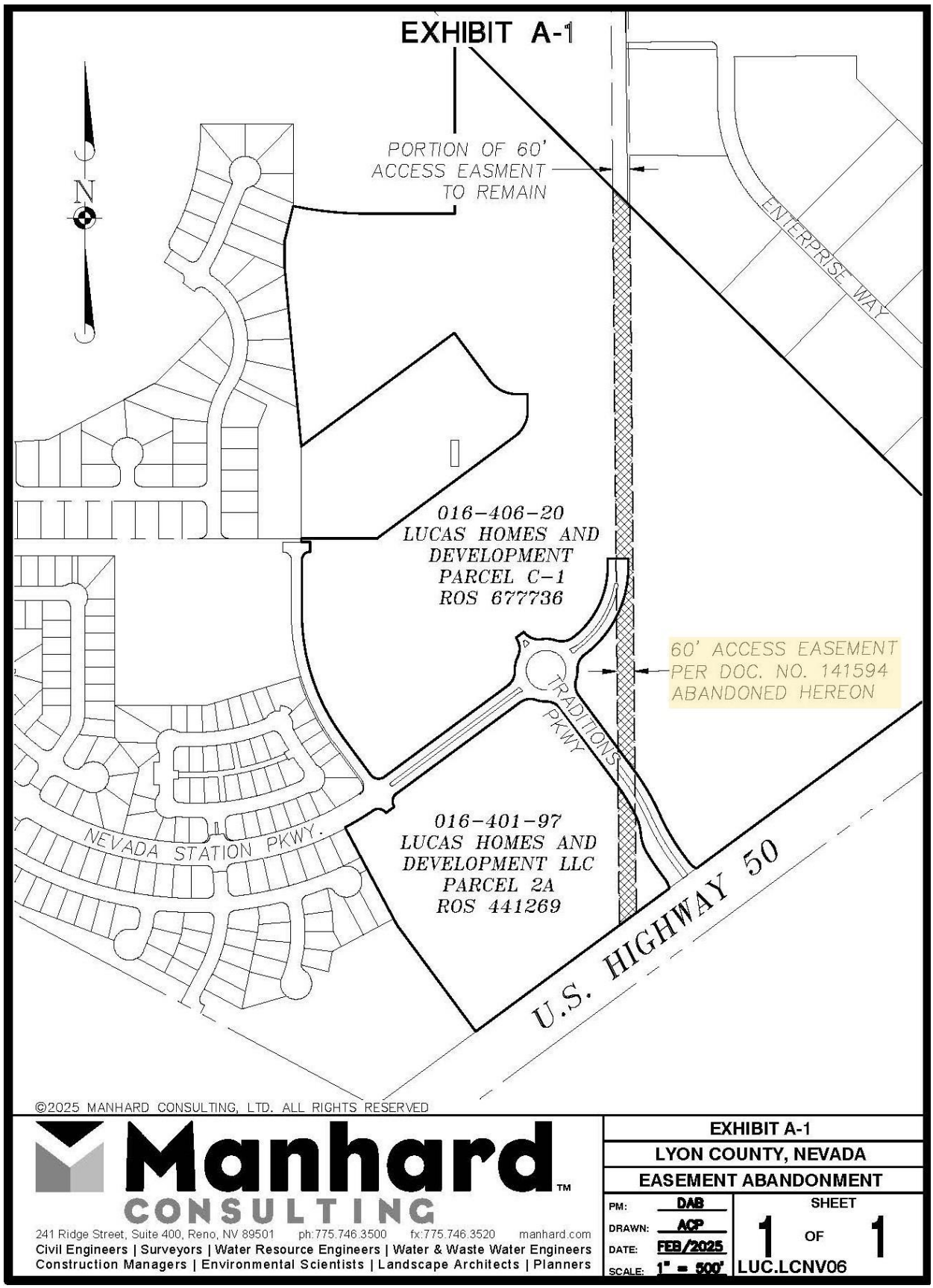


EXHIBIT A-1
PORTION OF 60' ACCESS EASMENT TO REMAIN
N
ENTERPRISE WAY
016-406-20
LUCAS HOMES AND DEVELOPMENT
PARCEL C-1
ROS 677736
60' ACCESS EASEMENT PER DOC. NO. 141594 ABANDONED HEREON
TRADITIONS PKWY
NEVADA STATION PKWY.
016-401-97
LUCAS HOMES AND DEVELOPMENT LLC
PARCEL 2A
ROS 441269
U.S. HIGHWAY 50
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Manhard CONSULTING
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775.746.3500 fx:775.746.3520 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
EXHIBIT A-1
LYON COUNTY, NEVADA
EASEMENT ABANDONMENT
PM: DAB
DRAWN: ACP
DATE: FEB/2025
SCALE: 1" = 500'
SHEET 1 OF 1
LUC.LCNV06

Exhibit A-1

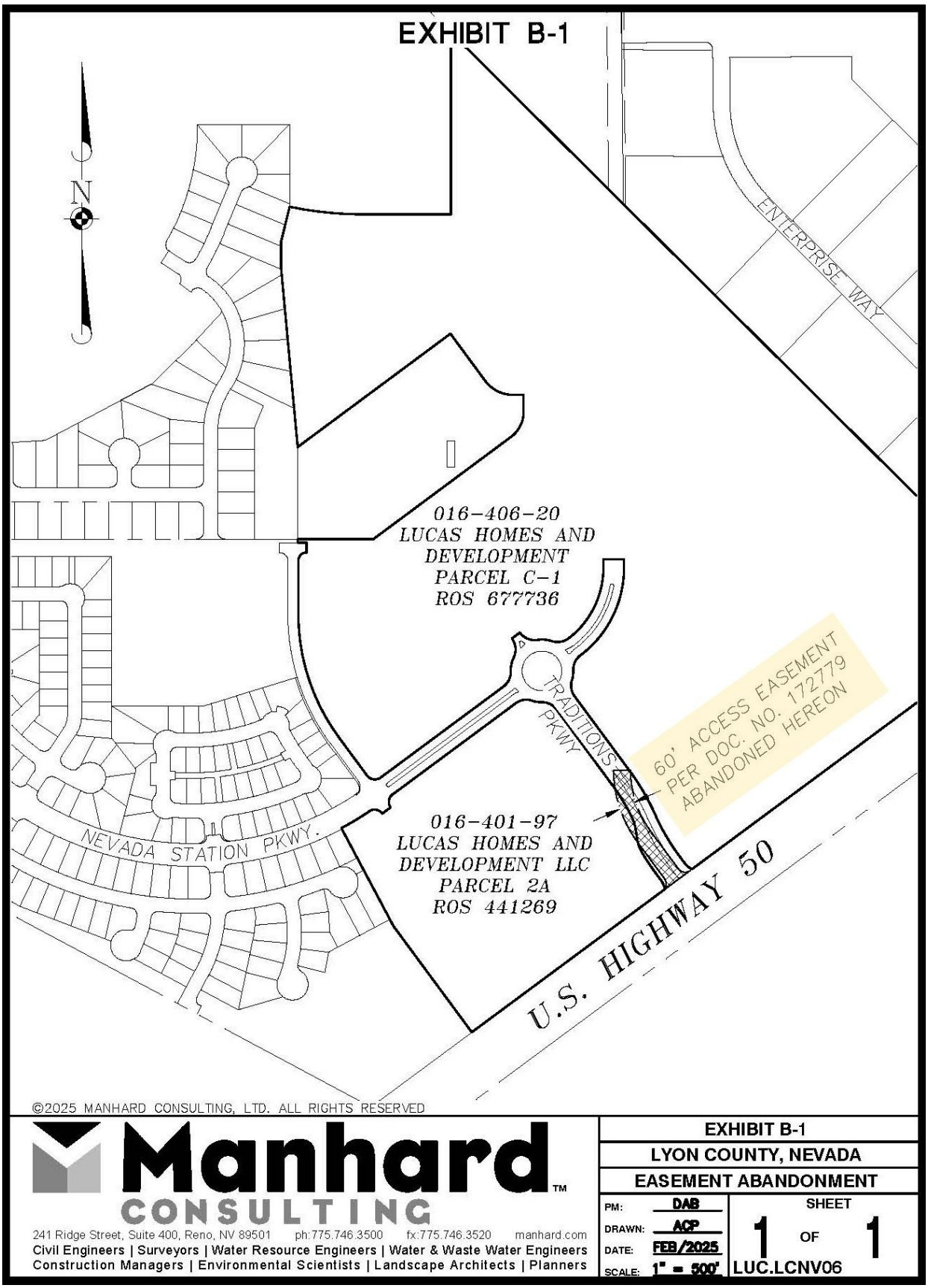
EXHIBIT B-1
N
ENTERPRISE WAY
016-406-20
LUCAS HOMES AND
DEVELOPMENT
PARCEL C-1
ROS 677736
TRADITIONS PKWY
60' ACCESS EASEMENT
PER DOC. NO. 172779
ABANDONED HEREON
016-401-97
LUCAS HOMES AND
DEVELOPMENT LLC
PARCEL 2A
ROS 441269
NEVADA STATION PKWY.
U.S. HIGHWAY 50
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EXHIBIT B-1
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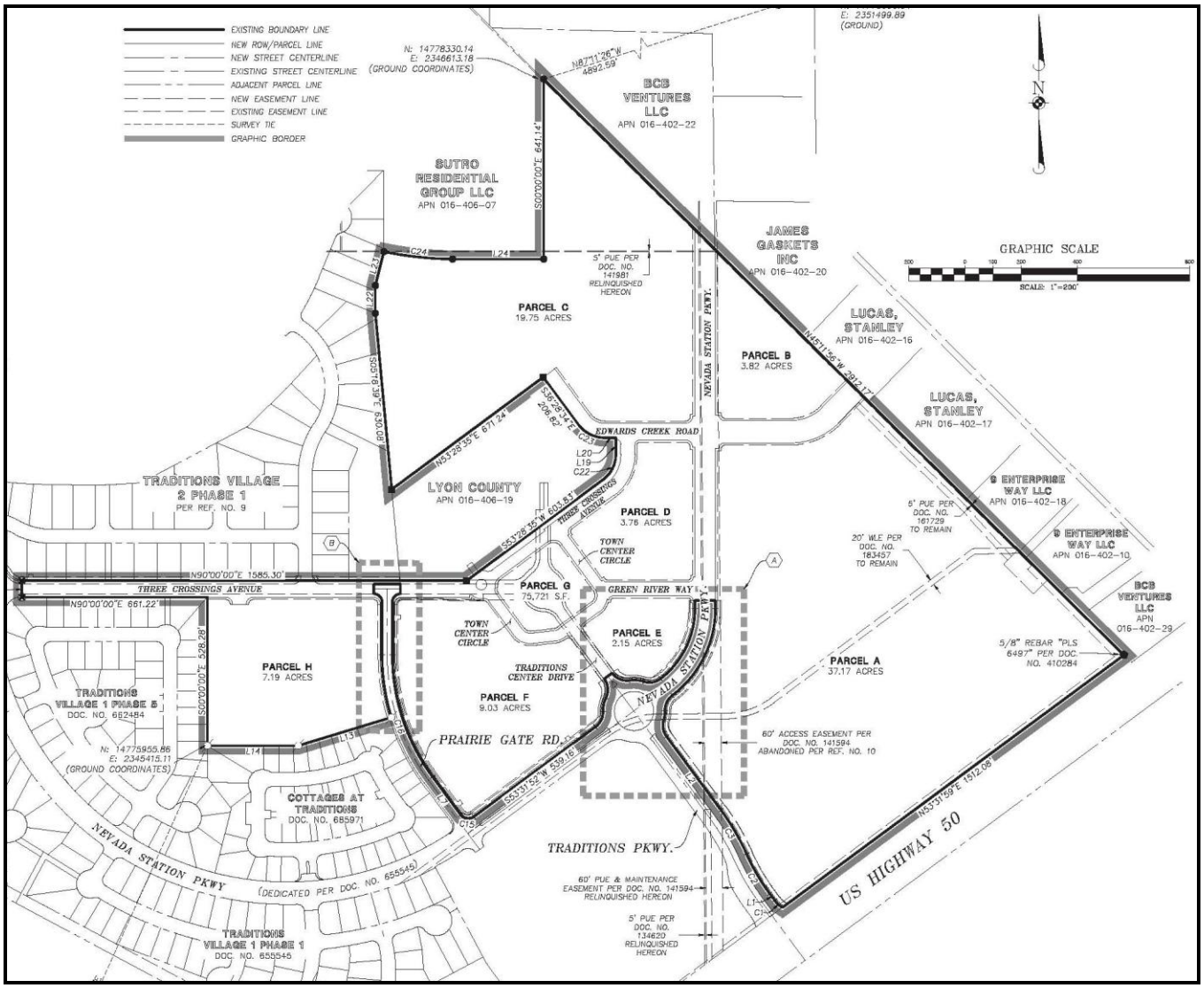
SHEET
1 OF 1
LUC.LCNV06

Exhibit B-1

The existing access easements will be replaced with new dedicated access easements as part of the Final Commercial Subdivision Map that is currently under review. As the easements under consideration for abandonment were not clearly noted for abandonment during the Tentative Commercial Subdivision Map approval, the applicant is required to request them as a separate application. As shown on the Draft Final Commercial Subdivision Map below, the existing access easements do not match the roadways throughout the subdivision and will be replaced by the roadway easements as shown on the plan below.


EXISTING BOUNDARY LINE
NEW ROW/PARCEL LINE
NEW STREET CENTERLINE
EXISTING STREET CENTERLINE
ADJACENT PARCEL LINE
NEW EASEMENT LINE
EXISTING EASEMENT LINE
SURVEY TIE
GRAPHIC BORDER
BCB VENTURES LLC APN 016-402-22
SUTRO RESIDENTIAL GROUP LLC APN 016-406-07
JAMES GASKETS INC APN 016-402-20
LUCAS, STANLEY APN 016-402-16
LUCAS, STANLEY APN 016-402-17
9 ENTERPRISE WAY LLC APN 016-402-18
9 ENTERPRISE WAY LLC APN 016-402-10
BCB VENTURES LLC APN 016-402-23
LYON COUNTY APN 016-406-19
PARCEL A 37.17 ACRES
PARCEL B 3.82 ACRES
PARCEL C 19.75 ACRES
PARCEL D 3.76 ACRES
PARCEL E 2.15 ACRES
PARCEL F 9.03 ACRES
PARCEL G 75,721 S.F.
PARCEL H 7.19 ACRES
TRADITIONS VILLAGE 2 PHASE 1 PER REF. NO. 9
TRADITIONS VILLAGE 1 PHASE 5 DOC. NO. 662484
TRADITIONS VILLAGE 1 PHASE 1 DOC. NO. 655545
COTTAGES AT TRADITIONS DOC. NO. 685971
THREE CROSSINGS AVENUE
EDWARDS CREEK ROAD
GREEN RIVER WAY
TRADITIONS CENTER DRIVE
TOWN CENTER CIRCLE
PRAIRIE GATE RD.
TRADITIONS PKWY.
NEVADA STATION PKWY (DEDICATED PER DOC. NO. 655545)
NEVADA STATION PKWY.
US HIGHWAY 50
GRAPHIC SCALE
SCALE: 1"=200'
5' PUE PER DOC. NO. 141981 RELINQUISHED HEREON
20' WLE PER DOC. NO. 163457 TO REMAIN
5' PUE PER DOC. NO. 161729 TO REMAIN
60' ACCESS EASEMENT PER DOC. NO. 141594 ABANDONED PER REF. NO. 10
60' PUE & MAINTENANCE EASEMENT PER DOC. NO. 141594 RELINQUISHED HEREON
5' PUE PER DOC. NO. 134620 RELINQUISHED HEREON
5/8" REBAR "PLS 6497" PER DOC. NO. 410284
N: 14778330.14
E: 2346613.18
(GROUND COORDINATES)
N: 14775955.86
E: 2345415.11
(GROUND COORDINATES)
E: 2351499.89
(GROUND)
N90°00'00"E 1585.30'
N90°00'00"E 661.22'
S00°00'00"E 641.14'
S00°00'00"E 528.28'
S00°00'00"E 630.08'
N53°29'35"E 671.24'
S53°29'35"W 601.83'
S53°31'52"W 539.16'
N53°31'59"E 1512.09'
N45°11'56"W 5912.17'
N87°11'26"W 4892.59'
R=1000.00'
R=1000.00'
R=1000.00

STAFF REVIEW AND COMMENTS

In reviewing the proposed abandonment of the two dedicated access easements within the Traditions Commercial Subdivision, staff has looked at the approved Tentative and Draft Final Commercial Subdivision Maps to see how access to the properties in question is planned. The access easements to be abandoned will be replaced with new easements. Staff has sent the abandonment application out for review and no comments were received.

Based on our review and no comments received from the reviewing public utility providers regarding the application, staff believes the requested abandonment would not have an adverse impact on existing or future access to adjoining properties and will not materially injure the public.

Requirements for Granting an Abandonment:

The following should be considered in an action to abandon or vacate a publicly dedicated roadway:

1. *Will the public be materially injured by the abandonment/vacation?*

In light of the fact that no access to adjacent properties is being negatively affected by the proposed abandonment/ vacation and will not have any impact on any other properties than those owned by the commercial subdivision, staff does not believe that the public would be materially injured by the proposed abandonment/vacation.

2. *Is there any easement located within the right of way? If so, the Commission should provide for the continuation of the easement.*

NRS 278.480 advises that the governing body may reserve and except all easements, rights or interests which it deems desirable for the County's continue use or benefit. The order to abandon/vacate a street or ROW may be conditional. If a conditional approval is given to the applicants, then the abandonment/vacation would occur upon the fulfillment of certain conditions.

Staff has alerted the utility providers that serve the area ample notice and have not been informed of any impact that would require relocation of infrastructure or denial of the abandonment/vacation request. Just in case, staff is recommending a Condition of Approval that states:

"*Should any public utility easement require abandonment as part of this action, documentation of the release of interest by all affected utility purveyors with interest shall be obtained prior to recording any abandonment or vacation documents. Easements needed for existing utilities shall be continued and/or provided."*

3. *Will the abandonment/vacation result in the loss of access to a street from the abutting property owner?*

As shown on the information included in the staff report, staff is of the opinion that the abandonment/vacation will not result in the loss of access to a street from any of the abutting property owners. The new easements and roadways being constructed within the development will adequately replace the proposed easements.

4. *Does the public, or Lyon County, have a continued interest in the preservation of this access?*

Staff does not believe that there is any continued interest in the preservation of these access easements. This opinion is based on the fact that the area will be further subdivided and access easements will be replaced for the new lots created as a part of the larger commercial subdivision.

Manhard CONSULTING

Civil Engineering
Surveying
Water Resources Management
Construction Management
Landscape Architecture
Land Planning

March 12, 2025

Mr. Gavin Henderson
Director
Lyon County Community Development
27 S. Main Street
Yerington, NV

RE: PROJECT DESCRIPTION AND JUSTIFICATION FOR THE ABANDONMENT OF TWO EASEMENTS
APNS: 016-401-97, 016-406-20

Dear Mr. Henderson:

Manhard Consulting is submitting the attached Abandonment Application on behalf of Lucas Homes & Development LLC. The site is located north of US Highway 50 at Traditions Parkway and is a part of the approved Traditions Commercial and Industrial Subdivision Map (PLZ 2023-079).

The parcel has the following designations:

- Master Plan- Commercial and Commercial Mixed-Use
- Zoning- Community Commercial

This application seeks to abandon the following two access easements which were granted to the County in the early 1990s as a part of a prior plan for development of the area. These easements were never developed and have since been made redundant with the more recent development of the Traditions project.

- BEING all sixty (60) foot wide access easement granted per Deed of Easement, recorded June 24, 1994, as File No. 172779, in the Official Records of Lyon County, Nevada.
- BEING all those portions of said sixty (60) foot wide access easement granted per Deed of Easement, recorded May 17, 1991, as File No. 141594, within Parcel 2A as shown on Record of Survey 441269, recorded May 21, 2009, as File No. 441269 and within Parcel C-1 as shown on Record of Survey 677736, recorded January 19, 2024, as File No. 677736, in the Official Records of Lyon County, Nevada.

It is important to note that the easement recorded May 17, 1991 as File No. 141594 dedicates the easement for “Access, Public Utility and Maintenance purposes”. At the direction of Lyon County Staff, this application requests to abandon the access use of the easement while the public utility and maintenance use of the easement will be abandoned through the Traditions Commercial and Industrial Subdivision Map (PLZ 2023-079) upon recordation with the County.

Thank you for your consideration of the attached Abandonment request and your continued assistance with this project. Please feel free to contact me if you have any questions and comments regarding the request.

The following are included with this Abandonment Application:

- Application
- Cover Sheet for the Resolution
- Project Description (this letter)
- Justification (this letter)
- Vicinity Map (this letter)
- Title Report
- Legal Descriptions & Exhibits
- Not Applicable Letter

Sincerely,
Manhard Consulting



Savannah Dukes
Land Planner

Vicinity Map:



EXHIBIT "A"

ABANDONMENT – 60' ACCESS EASEMENT

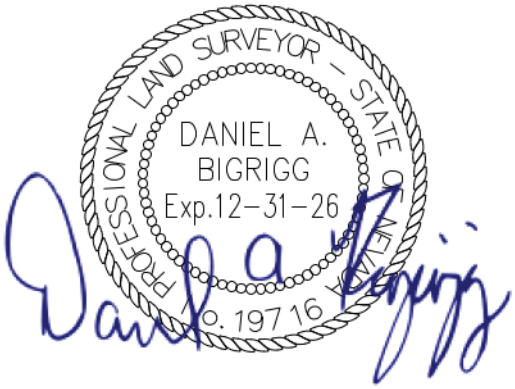
All that certain access easement situate in Section One (1), Township Sixteen North (16), Range Twenty-Two East (21), Mount Diablo Meridian (MDM) Lyon County, Nevada, being a portions of the sixty (60) foot access easement granted per Deed of Easement, recorded May 17, 1991, as File No. 141594, the Official Records of Lyon County, Nevada, and being more particularly described as follows:

BEING all those portions of said sixty (60) foot wide access easement granted per Deed of Easement, recorded May 17, 1991, as File No. 141594, within Parcel 2A as shown on Record of Survey 441269, recorded May 21, 2009, as File No. 441269 and within Parcel C-1 as shown on Record of Survey 677736, recorded January 19, 2024, as File No. 677736, in the Official Records of Lyon County, Nevada.

See Exhibit "A-1" attached hereto and made a part hereof.

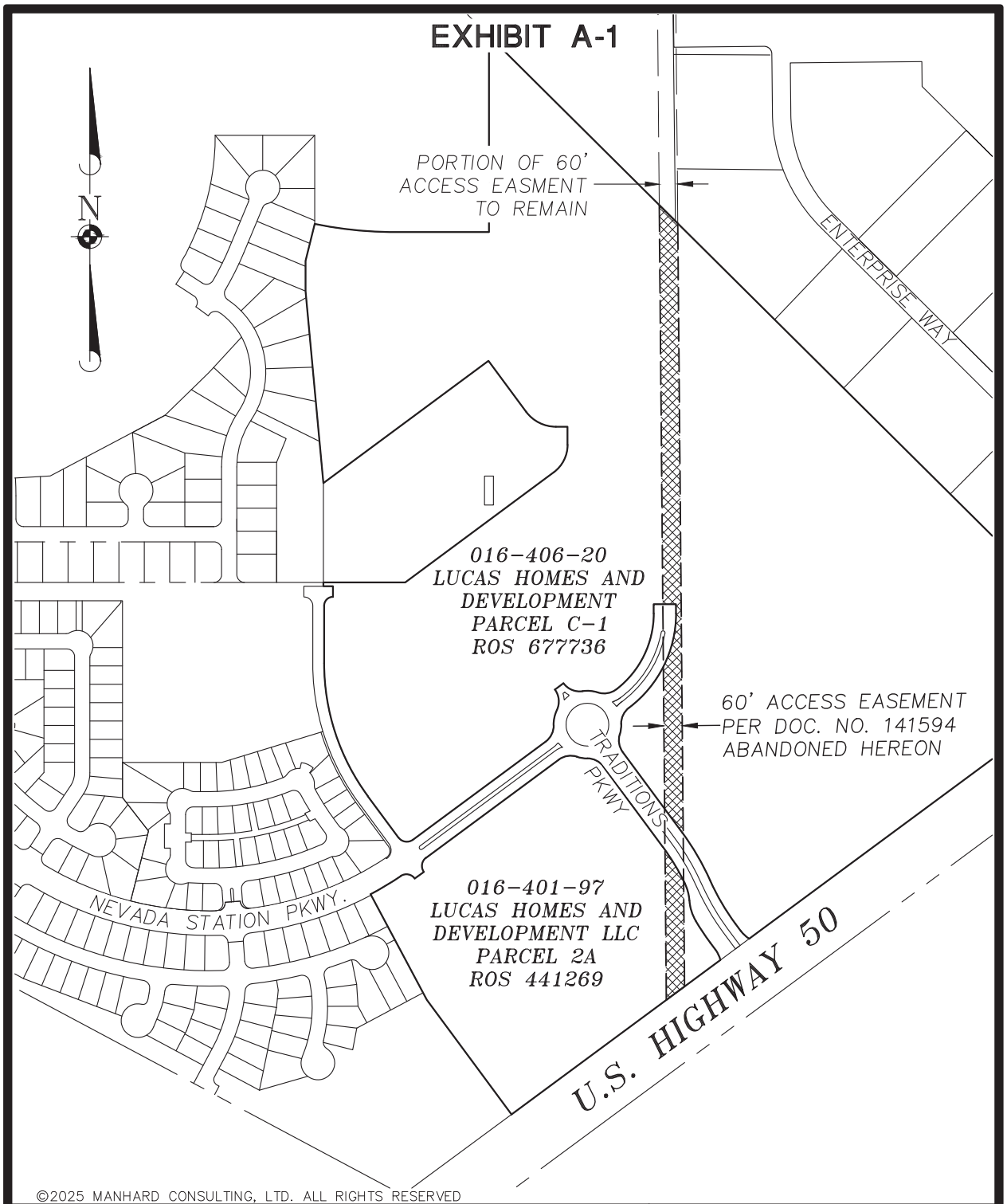
Manhard CONSULTING

241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222



03/25/2025

Daniel A. Bigrigg P.L.S.
Nevada Certificate No. 19716
(775) 887-5222



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241 Ridge Street, Suite 400, Reno, NV 89501 ph:775.746.3500 fx:775.746.3520 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

EXHIBIT A-1
LYON COUNTY, NEVADA
EASEMENT ABANDONMENT

PM:	DAB
DRAWN:	ACP
DATE:	FEB/2025
SCALE:	1" = 500'

SHEET 1 OF 1
LUC.LCNV06

EXHIBIT "B"

ABANDONMENT – 60' ACCESS EASEMENT

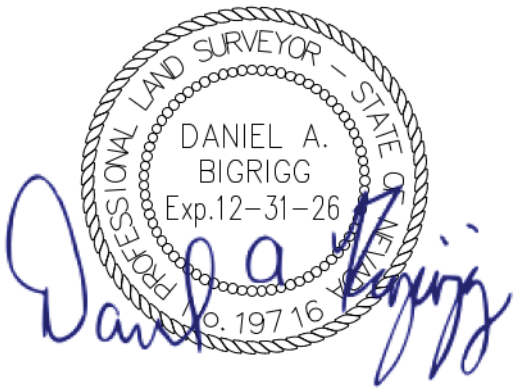
All that certain access easement situate in the South East One-Quarter (SE1/4) of Section One (1), Township Sixteen North (16), Range Twenty-Two East (21), South West One-Quarter (SW1/4) of Section Six (6), Township Sixteen North (16), Range Twenty-Two East (22), Mount Diablo Meridian (MDM) Lyon County, Nevada, being a portions of the sixty (60) foot access easement granted per Deed of Easement, recorded June 24, 1994, as File No. 172779, the Official Records of Lyon County, Nevada, and being more particularly described as follows:

BEING all sixty (60) foot wide access easement granted per Deed of Easement, recorded June 24, 1994, as File No. 172779, in the Official Records of Lyon County, Nevada.

See Exhibit "B-1" attached hereto and made a part hereof.

Manhard CONSULTING

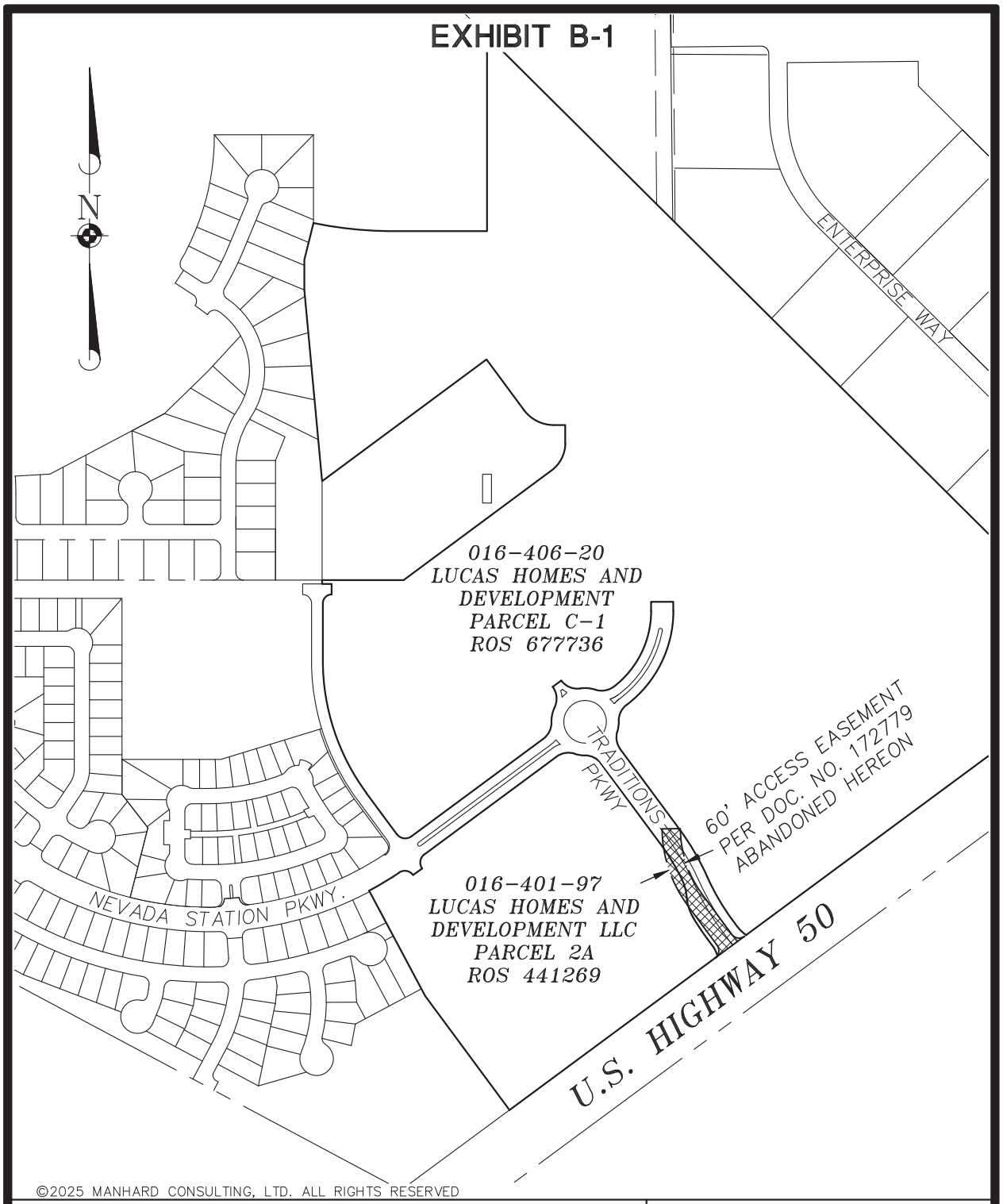
241 RIDGE STREET, SUITE 400
RENO, NEVADA 89501
(775) 887-5222



03/25/2025

Daniel A. Bigrigg P.L.S.
Nevada Certificate No. 19716
(775) 887-5222

EXHIBIT B-1



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Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners

EXHIBIT B-1
LYON COUNTY, NEVADA
EASEMENT ABANDONMENT

PM:	DAB
DRAWN:	ACP
DATE:	FEB/2025
SCALE:	1" = 500'

SHEET 1 OF 1
LUC.LCNV06

Portion of 16-401-34

DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUTRO TUNNEL CO., (Grantor) does hereby GRANT to LYON COUNTY, (Grantee) a non-exclusive EASEMENT for access, over, on, across and under the area of the real property situate in Lyon County, State of Nevada, more particularly described below:

See "EXHIBIT A", attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors and assigns forever.

Dated this 2nd day of MAY, 1994

Pete S. Leonard President
SUTRO TUNNEL CO.

STATE OF NEVADA)
CARSON CITY)

On this 2nd day of May 1994, Pete Leonard personally appeared before me, for SUTRO TUNNEL CO., personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Marsha Goss
Notary Public

MARSHA GOSS
NOTARY PUBLIC - NEVADA
LYON COUNTY
My Appt. Exp. Dec. 11, 1998

172779

036\SEGALE.LET

Unofficial Copy

EXHIBIT "A"
LEGAL DESCRIPTION
ACCESS EASEMENT
SUTRO TUNNEL CO.
April, 1994

All that real property situated in the southwest ¼ of Section 6, Township 16 North, Range 22 East and the southeast ¼ of Section 1, Township 16 North, Range 21 East, M.D.B. and M., County of Lyon, State of Nevada, more particularly described as follows:

COMMENCING at the southwest corner of said Section 6;

THENCE, along the west line of said Section 6, N 01° 09' 31" W, a distance of 186.27 feet to the northerly right-of-way line for U.S. Highway 50;

THENCE, continuing along the right-of-way line for U.S. Highway 50, N 52° 56' 25" E, a distance of 135.93 feet to the beginning of a curve to the left and the **TRUE POINT OF BEGINNING:**

THENCE, along said curve a distance of 47.12 feet through a central angle of 90° 00' 00" having a radius of 30.00 feet;

THENCE, N 37° 03' 35" W, a distance of 162.23 feet to the beginning of a curve to the right;

THENCE, along said curve a distance of 269.44 feet through a central angle of 35° 54' 04" having a radius of 430.00 feet;

THENCE, N 88° 50' 29" E, a distance of 60.00 feet;

THENCE, from a tangent bearing S 37° 03' 35" E , along a curve to the left, a distance of 231.84 feet through a central angle of 35° 54' 04" having a radius of 370.00 feet;

THENCE, S 37° 03' 35" E, a distance of 162.23 feet to the beginning of a curve to the left;

THENCE, along said curve a distance of 47.12 feet through a central angle of 90° 00' 00" having a radius of 30.00 feet to the northerly right-of-way line for U.S. Highway 50;

THENCE, along the right-of-way line for U.S. Highway 50, S 52° 56' 25" W, a distance of 120.00 feet and the **TRUE POINT OF BEGINNING.**

All endpoints of the boundary of the above described easement shall commence and terminate on appropriate property or Section lines as described above and shown on the accompanying map.

Reference is hereby made to that certain Record of Survey for BCB VENTURES AND SUTRO TUNNEL CO., File No. 161729 of the Official Records of Lyon County, Nevada as the basis of bearings for the above description.

036\SEGALE-T.LEG

172779

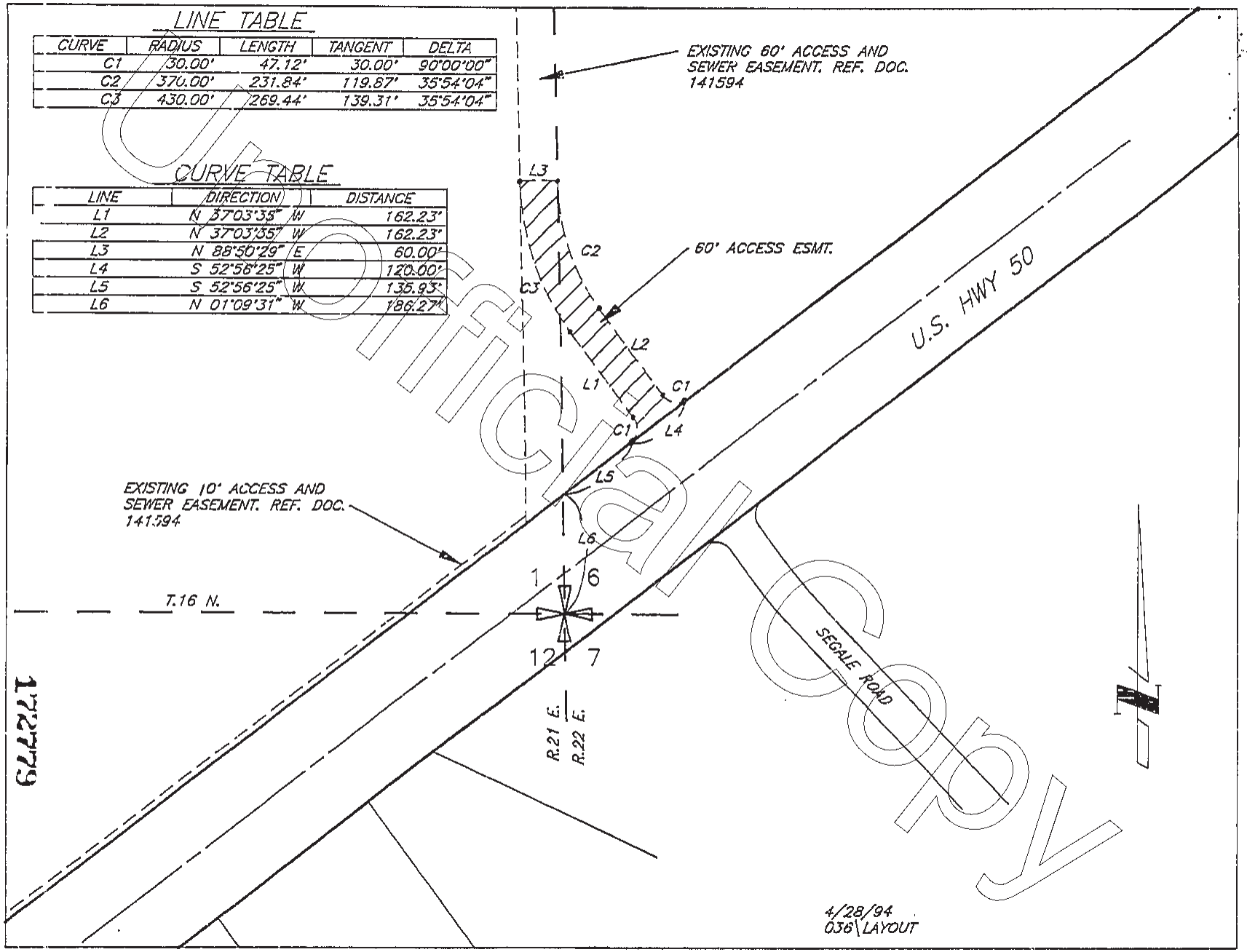
Unofficial Copy

LINE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	30.00'	47.12'	30.00'	90°00'00"
C2	370.00'	231.84'	119.87'	35°54'04"
C3	430.00'	269.44'	139.31'	35°54'04"

CURVE TABLE

LINE	DIRECTION	DISTANCE
L1	N 37°03'35" W	162.23'
L2	N 37°03'35" W	162.23'
L3	N 88°50'29" E	60.00'
L4	S 52°56'25" W	120.00'
L5	S 52°56'25" W	136.93'
L6	N 01°09'31" W	186.27'



Unofficial Copy

EXHIBIT "AA"
LEGAL DESCRIPTION
EASEMENT ABANDONMENT
SUTRO TUNNEL CO.
April, 1994

All that real property situated in the southeast ¼ of Section 1, Township 16 North, Range 21 East, M.D.B. and M., County of Lyon, State of Nevada, more particularly described as follows:

COMMENCING at the southeast corner of said Section 1;

THENCE, along the east line of said Section 1, N 01° 09' 31" W, a distance of 186.27 feet to the northerly right-of-way line for U.S. Highway 50 and the **TRUE POINT OF BEGINNING;**

THENCE, N 01° 09' 31" W, a distance of 505.16 feet;

THENCE, S 88° 50' 29" W, a distance of 60.00 feet;

THENCE, S 01° 09' 31" E, a distance of 534.11 feet to the northerly right-of-way line for U.S. Highway 50;

THENCE, continuing along the right-of-way line for U.S. Highway 50, N 52° 56' 25" E, a distance of 49.38 feet and the **TRUE POINT OF BEGINNING.**

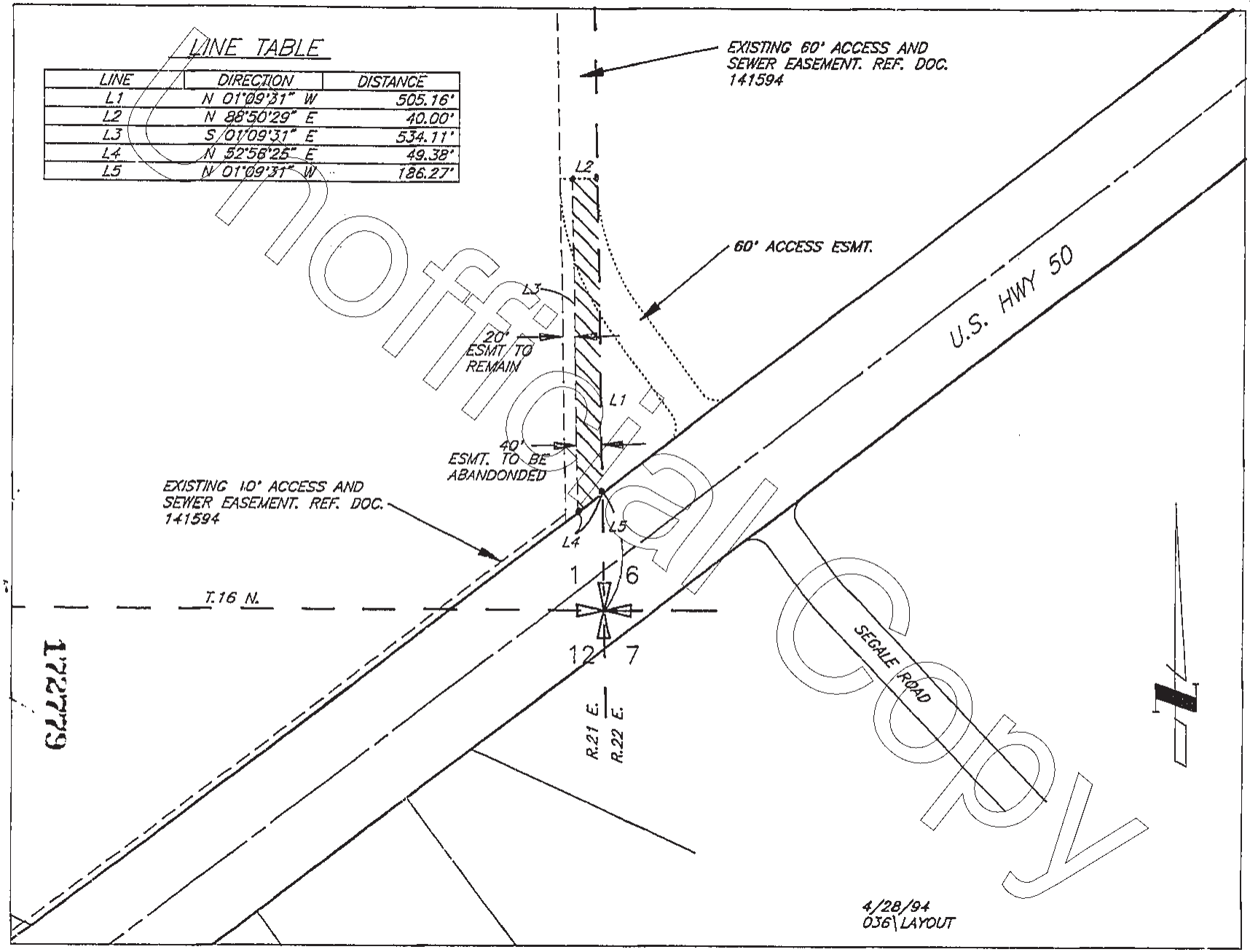
All endpoints of the boundary of the above described easement shall commence and terminate on appropriate property or Section lines as described above and shown on the accompanying map.

Reference is hereby made to that certain Record of Survey for BCB VENTURES AND SUTRO TUNNEL CO., File No. 161729 of the Official Records of Lyon County, Nevada as the basis of bearings for the above description.

Unofficial Copy

036\SEGALE-E.LEG

172779



Unofficial Copy

AMENDED RECORD OF SURVEY
IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT
FOR
SUTRO TUNNEL COMPANY

OWNERS CERTIFICATE:

WE, THE UNDERSIGNED OWNERS OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP, DO HEREBY STATE:

1) WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING.

2) WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT SHOWN HEREON.

3) WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF NRS 278.010 TO 278.630.

4) ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.

5) ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY LINE FOR THE TRANSFER OF THE LAND.

SUTRO TUNNEL COMPANY

BY: _____ DATE 4/1/09

STATE OF)
) SS
COUNTY OF)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON April 1, 2009
BY John C. Serpa AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL.

Linda McKenzie
NOTARY'S SIGNATURE

MY COMMISSION EXPIRES 8-1-2010.

LINDA MCKENZIE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 02-76598-3
MY APPT. EXPIRES AUGUST 1, 2010
02-76598-3

TREASURERS CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.
APN's 16-401-92 and 16-401-95.

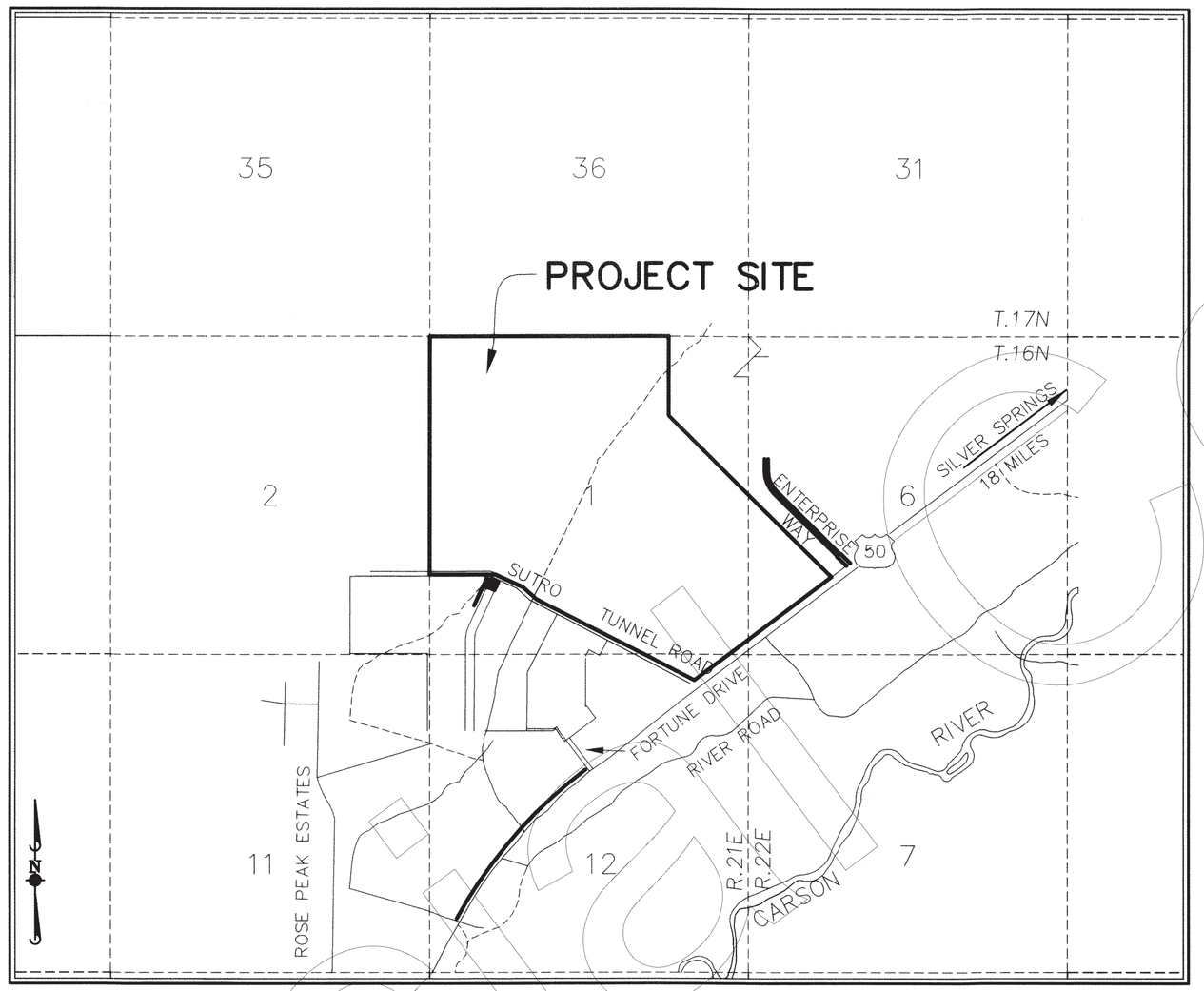
Cady Beckett, Deputy
TREASURER DATE 4-21-09

PLANNING DEPARTMENT CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS BOUNDARY LINE ADJUSTMENT WAS PRESENTED TO THE LYON COUNTY ~~COMMUNITY DEVELOPMENT DEPARTMENT~~ PLANNING AND WAS DULY APPROVED.

ROB LOVEBERG, PLANNING DIRECTOR DATE 21st April 2009

DOCUMENT NO:



VICINITY MAP
NOT TO SCALE

REFERENCES:

1. RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT DOCUMENT NO. 161729, JUNE 2, 1993, OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

2. PRELIMINARY TITLE REPORT ISSUED BY STEWART TITLE COMPANY, ORDER NO. 07040694-MM, EFFECTIVE MARCH 30, 2007 AND THE DOCUMENTS REFERENCED THEREIN.

3. OFFICIAL PLAT OF TRADITIONS VILLAGE 1 DOCUMENT NO. 410284, JULY 13, 2007, OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

NOTES:

1. THIS MAP AMENDS THAT CERTAIN RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT RECORDED JANUARY 22, 2009 AS DOCUMENT NO. 437050, OFFICIAL RECORDS OF LYON COUNTY, NEVADA. THE PURPOSE OF THIS AMENDED MAP IS TO CORRECT THE NORTH LINE OF PARCEL 2A.

A DIGITAL COPY OF THIS MAP HAS BEEN PROVIDED TO THE LYON COUNTY G.I.S. DEPARTMENT.

Kerry Page
KERRY PAGE, PLANNING ASSISTANT DATE 4-21-2009

SURVEYORS CERTIFICATE:

I, STANLEY W. ZIEBARTH, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1) A FIELD SURVEY OF THE BOUNDARIES OF THE AFFECTED PARCELS HAS BEEN PERFORMED BY ME OR UNDER MY SUPERVISION AT THE INSTANCE OF SUTRO TUNNEL COMPANY.

2) THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE LANDS SURVEYED.

3) ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED PARCELS WILL BE SET AND THE MONUMENTS WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND WILL BE OF SUFFICIENT NUMBER AND DURABILITY TO ENABLE THIS SURVEY TO BE RETRACED.

4) THE LANDS SURVEYED LIE WITHIN PORTIONS OF SECTIONS 1 & 12, TOWNSHIP 16 NORTH, RANGE 21 EAST, AND SECTION 6, TOWNSHIP 16 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN, LYON COUNTY, NEVADA AND THE SURVEY WAS COMPLETED ON JANUARY 29, 2009.

5) THIS PLAT IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 THROUGH NRS 278.630 AND COMPLIES WITH ALL APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES.

STANLEY W. ZIEBARTH, NEVADA P. L. S. 8547

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA STANLEY W. ZIEBARTH No. 8547 3-26-09

RECORDERS CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF Sutro Tunnel Co
ON THIS 21st DAY OF April, 2009, AT 5 MINUTES
PAST 1 O'CLOCK P.M. IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

FILE NO. 441269 FEE: $71.00

Mary C. Milligan
MARY C. MILLIGAN, COUNTY RECORDER

BY: Brenda Shelton
Deputy

DOCUMENT NO:

AMENDED RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR:

SUTRO TUNNEL COMPANY

A DIVISION OF PARCEL 1 OF RECORD OF SURVEY 161729. BEING A PORTION OF SECTION 1 & A PORTION OF THE NORTHEAST ¼ SECTION 12, TOWNSHIP 16 NORTH, RANGE 21 EAST, MOUNT DIABLO MERIDIAN & A PORTION OF THE SOUTHWEST ¼ SECTION 6, TOWNSHIP 16 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN.

DAYTON LYON COUNTY NEVADA

Manhard CONSULTING
9850 Double R Blvd, Suite 101, Reno, NV 89521 tel: (775) 746-3500 fax: (775) 746-3520 www.manhard.com
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

DRAWN BY:	SWZ
DATE:	JAN 2009
PROJ. CODE:	DDPLCN
PROJ. #:	80382
SHEET	1 OF 6

#441269 1 of 6 4-21-09

MAP _____

Unofficial Document

V & T MANAGEMENT, LLC
T. 17 N. R. 21 E.
T. 16 N. R. 21 E.

SECTION CORNER 3536 2 1

N 89°33'09" W 2633.68' USA/BLM

N 88°58'16" W 1325.69'

FND. ⅝" REBAR TAGGED PLS 6497

5.00' PUE DOC. #134620

5.00' PUE DOC. #161729

N 00°14'54" W 1326.54'

CHASE DEVELOPMENT, LLC. ADJ. NEW PARCEL R/S 279855

2666.45'

10.00' PUE DOC. #134620

PARCEL 1A-1 (REMAINDER PARCEL) AREA=510.65 AC

S41°16'30"E 6513.17' (TIE)

USA/BLM N00°55'04"E

W ¼ COR SEC 1 FND. 4" STEEL PIPE

2 1

1323.60'

10.00' PUE DOC. #134620

N00°41'36"E

FND. BENT ⅝" REBAR TAGGED PLS 5665

5.00' PUE DOC. #134620

N89°26'50"W 1061.74'

SUTRO HEIGHTS, LLC. R/S 328641

SUTRO HEIGHTS PHASE 4 F/M 330346

N64°33'25"W 502.92'

N47°27'18"W 302.36'

SUTRO HEIGHTS PHASE 3 F/M 314530

N61°53'16"W 3088.39'

80.00' ACCESS & PUE DOC. #134620

SUTRO HEIGHTS PHASE 1 F/M 266838

SUTRO HEIGHTS PHASE 4 F/M 217563

CHASE DEVELOPMENT, LLC. PARCEL 3 PM 181340

FND. ⅝" REBAR TAGGED PLS 6497

5.00' PUE DOC. #161729

CHASE DEVELOPMENT, LLC. ADJ. NEW PARCEL R/S 279855

5.00' PUE DOC. #141981

N 45°11'56" W

CHASE DEV. PARCEL 12 PM 210347

JAMES GASKETS, INC. PARCEL 11 PM 210347

STEELE PARCEL 10 PM 190321

CHASE DEV. PARCEL 9 PM 190321

BRUCH PARCEL 8 PM 190321

HOLMAN PARCEL 3 PM 181454

3929.20'

5.00' PUE DOC. #134620

5.00' PUE DOC. #141981

PARCEL 4

60.00' PUE, ACCESS & MAINT. ESMT DOC. #141594

PARCEL 5

PARCEL M-4

PARCEL M-3

PARCEL 3

PARCEL M-2

PARCEL M-5

PARCEL M-1

20.00' WL ESMT DOC. #153457

15.00' SEWER & ACCESS ESMT DOC. #276928

SAN. SEWER & ACCESS ESMT. DOC. #276928

PARCEL 2A
ORIGINAL AREA=10.75 AC
NEW AREA=17.04 AC

S28°01'32"E (R)

5.00' PUE DOC. #134620

ORIGINAL LOT LINE

NEW LOT LINE

6.29 AC

20.00' PUE & MAINT. ESMT. DOC. #141594

20.00' WL ESMT DOC. #153457

7.50' PUE DOC. #134620

442.86'

N53°31'59"E

1629.00'

2920.80'

U.S. HIGHWAY 50

LEGEND:

- SECTION CORNER 3536 2 1
- ● FOUND MONUMENT AS NOTED
- ⌀ 5/8" REBAR WITH CAP PLS 17044 TO BE SET PER DOC. NO. 410284
- P.U.E. PUBLIC UTILITY EASEMENT
- SF SQUARE FEET
- WL WATERLINE
- ■ FOUND 5/8" REBAR W/CAP 8547
- ○ SET 5/8" REBAR W/CAP 8547

BASIS OF BEARINGS AND COORDINATES:

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/94) USING THE PUBLISHED VALUES FOR NGS CONTROL, POINTS "D 200 RESET 1976" & "DAYTON", BEARING TAKEN AS N36°58'21"E. GRID COORDINATES MODIFIED BY A COMBINED FACTOR OF 1.000222. ALL COORDINATES SHOWN HEREON ARE MODIFIED COORDINATES. ALL DIMESIONS SHOWN HEREON ARE GROUND DISTANCES.

N

GRAPHIC SCALE
300 0 150 300 600
(IN FEET)
1 inch = 300 ft.

DOCUMENT NO:

DOCUMENT NO:

AMENDED RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR:

SUTRO TUNNEL COMPANY

A DIVISION OF PARCEL 1 OF RECORD OF SURVEY 161729. BEING A PORTION OF SECTION 1 & A PORTION OF THE NORTHEAST ¼ SECTION 12, TOWNSHIP 16 NORTH, RANGE 21 EAST, & A PORTION OF THE SOUTHWEST ¼ SECTION 6, TOWNSHIP 16 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN.

DAYTON LYON COUNTY NEVADA

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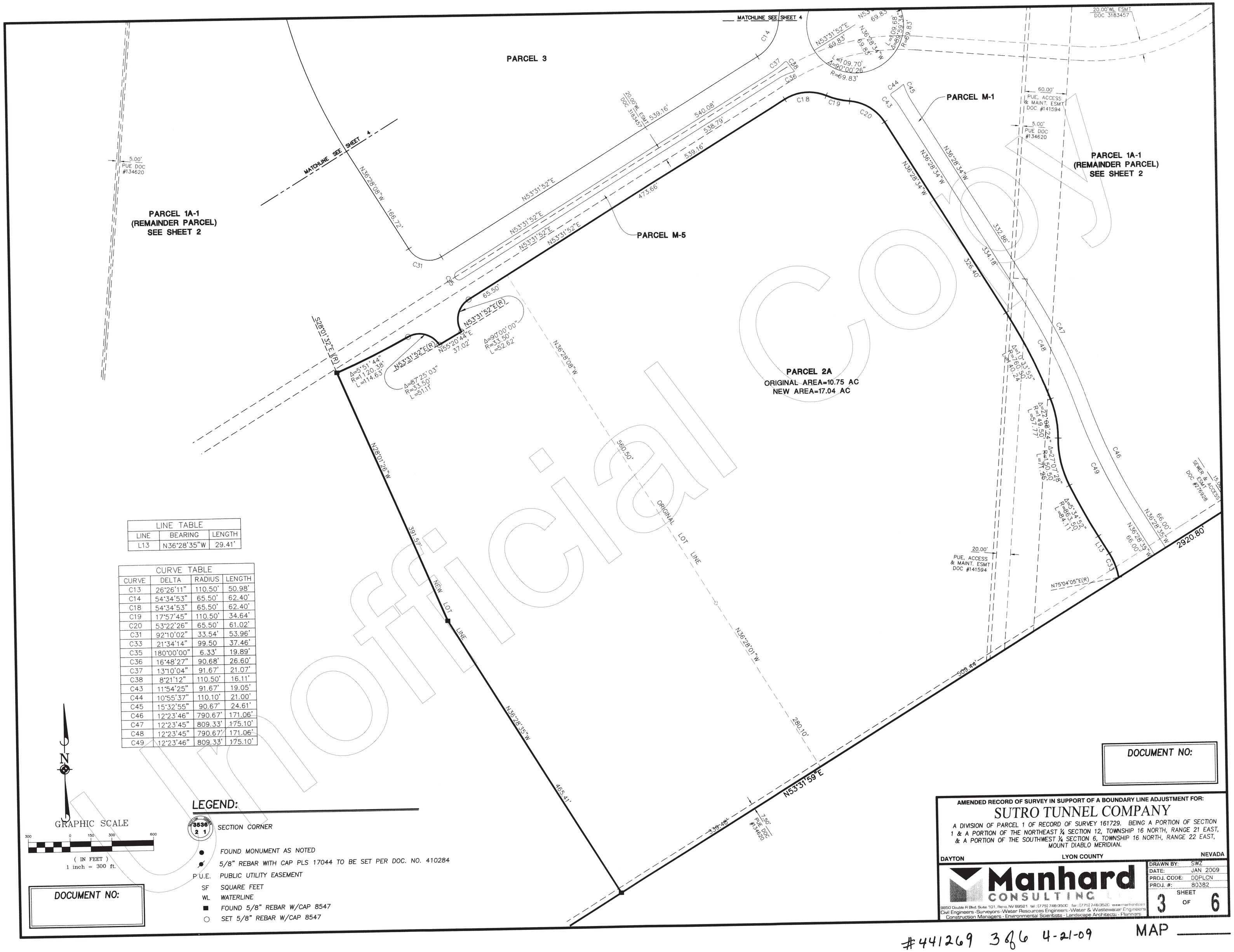
Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers
Construction Managers - Environmental Scientists - Landscape Architects - Planners

DRAWN BY:	SWZ
DATE:	JAN 2009
PROJ. CODE:	DDPLCN
PROJ. #:	80382
SHEET	2 OF 6

#441269 2 of 6 4-21-09

MAP

Unofficial Document



LINE TABLE		
LINE	BEARING	LENGTH
L13	N36°28'35"W	29.41'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C13	26°26'11"	110.50'	50.98'
C14	54°34'53"	65.50'	62.40'
C18	54°34'53"	65.50'	62.40'
C19	17°57'45"	110.50'	34.64'
C20	53°22'26"	65.50'	61.02'
C31	92°10'02"	33.54'	53.96'
C33	21°34'14"	99.50	37.46'
C35	180°00'00"	6.33'	19.89'
C36	16°48'27"	90.68'	26.60'
C37	13°10'04"	91.67'	21.07'
C38	8°21'12"	110.50'	16.11'
C43	11°54'25"	91.67'	19.05'
C44	10°55'37"	110.10'	21.00'
C45	15°32'55"	90.67'	24.61'
C46	12°23'46"	790.67'	171.06'
C47	12°23'45"	809.33'	175.10'
C48	12°23'45"	790.67'	171.06'
C49	12°23'46"	809.33'	175.10'

GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.

DOCUMENT NO:

LEGEND:

- SECTION CORNER
- FOUND MONUMENT AS NOTED
- 5/8" REBAR WITH CAP PLS 17044 TO BE SET PER DOC. NO. 410284
- P.U.E. PUBLIC UTILITY EASEMENT
- SF SQUARE FEET
- WL WATERLINE
- FOUND 5/8" REBAR W/CAP 8547
- SET 5/8" REBAR W/CAP 8547

DOCUMENT NO:

AMENDED RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR:

SUTRO TUNNEL COMPANY

A DIVISION OF PARCEL 1 OF RECORD OF SURVEY 161729. BEING A PORTION OF SECTION 1 & A PORTION OF THE NORTHEAST ¼ SECTION 12, TOWNSHIP 16 NORTH, RANGE 21 EAST, & A PORTION OF THE SOUTHWEST ¼ SECTION 6, TOWNSHIP 16 NORTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN.

DAYTON LYON COUNTY NEVADA

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Civil Engineers · Surveyors · Water Resources Engineers · Water & Wastewater Engineers
Construction Managers · Environmental Scientists · Landscape Architects · Planners

DRAWN BY:	SWZ
DATE:	JAN 2009
PROJ. CODE:	DDPLCN
PROJ. #:	80382
SHEET	3 OF 6

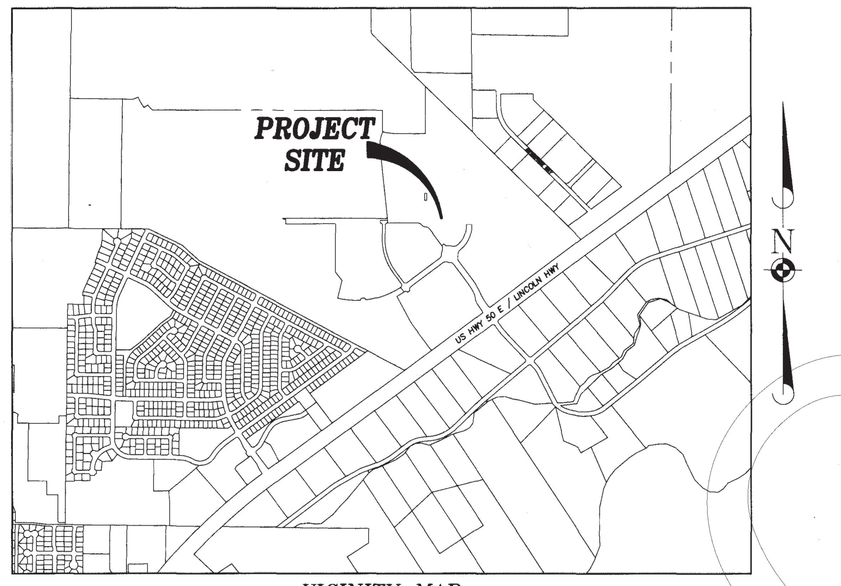
#441269 3 of 6 4-21-09

MAP

Unofficial Copy

BOUNDARY LINE ADJUSTMENT FOR
STAN LUCAS

A PORTION OF THE SE 1/4 OF SEC. 1, T16N, R21E & THE SW 1/4 of SEC. 6, T16N, R22E, M.D.M., LYON COUNTY, NEVADA



VICINITY MAP
NOT TO SCALE

OWNER'S CERTIFICATE:

THE UNDERSIGNED OWNERS OF THE AFFECTED PARCELS AS SHOWN ON THIS MAP DO HEREBY STATE:

1. WE HAVE EXAMINED THIS PLAT AND APPROVE AND AUTHORIZE ITS RECORDING.
2. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS CREATING ANY EASEMENT WHICH IS SHOWN HEREON.
3. WE AGREE TO EXECUTE THE REQUIRED DOCUMENTS ABANDONING ANY EXISTING EASEMENT PURSUANT TO THE PROVISIONS OF NRS 278.010 TO 278.630.
4. ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID.
5. ANY LENDER WITH AN IMPOUND ACCOUNT FOR THE PAYMENT OF TAXES HAS BEEN NOTIFIED OF THE ADJUSTMENT OF THE BOUNDARY OR TRANSFER OF LAND.
6. THE PROPERTY OWNERS HEREBY AGREE TO ACCEPT ANY DRAINAGE ONTO THEIR PROPERTY RESULTING FROM THIS BOUNDARY LINE ADJUSTMENT.

APN: 016-401-93

BY: Stan Lucas
STAN LUCAS

APN: 016-406-03

BY: Stan Lucas
STANLEY LUCAS

NOTARY CERTIFICATE:

STATE OF ~~NEVADA~~ CALIFORNIA
} SS
COUNTY OF ~~LYON~~ LOS ANGELES

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,

ON THIS 11 DAY OF NOV, 2023

BY Stan Lucas as Stanley Lucas,

STAN LUCAS PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

JEFF HUNTSMAN
Notary Public - California
Los Angeles County
Commission # 2420205
My Comm. Expires Nov 9, 2026

NOTARY CERTIFICATE:

STATE OF NEVADA
} SS
COUNTY OF LYON

THE INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,

ON THIS _____ DAY OF _____, 20___,

STANLEY LUCAS PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

G.I.S. STATEMENT

A DIGITAL COPY OF THIS MAP HAS BEEN PROVIDED TO THE LYON COUNTY G.I.S. DEPARTMENT.

Kenny Pape
(PRINT NAME/TITLE)

11/30/2023
DATE

Planning Tech.

SURVEYOR'S CERTIFICATE:

I, LEE H. SMITHSON, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR MANHARD CONSULTING, LTD., DO HEREBY CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF STAN LUCAS.
2. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE SE 1/4 OF SEC. 1, T16N, R21E & THE SW 1/4 of SEC. 6, T16N, R22E, M.D.M., LYON COUNTY, NEVADA AND THAT THE SURVEY WAS COMPLETED ON 1/12/2023.
3. THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY;
4. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
5. THIS MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF N.R.S. 278.010 TO 278.630 INCLUSIVE.
6. ALL CORNERS AND ANGLE POINTS OF THE ADJUSTED BOUNDARY HAVE BEEN DEFINED BY MONUMENTS OR WILL BE OTHERWISE DEFINED ON A DOCUMENT OF RECORD AS REQUIRED BY N.R.S. 625.340.

LEE H. SMITHSON, P.L.S.
NEVADA CERTIFICATE NO. 5097

PROFESSIONAL SURVEYOR - STATE OF NEVADA
LEE H. SMITHSON
Exp: 6-30-24
N.V. No. 5097

1/12/2023

SURVEYOR'S NOTES

1. NO NEW PARCELS HAVE BEEN CREATED AS A RESULT OF THIS MAP.
2. THE PURPOSE OF THIS MAP IS TO REFLECT A BOUNDARY LINE ADJUSTMENT AS EXECUTED BY QUIT-CLAIM DEED DOCUMENT NO. to 677736

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT ENTITIES OFFERING THIS PLAT OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNER OF RECORD OF SAID LAND; THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE MAP; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE COMMON INTEREST COMMUNITY FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS. THERE ARE NO MORTGAGE HOLDERS OR DEEDS OF TRUST. as of 12/18/2023

STEWART TITLE COMPANY

BY: _____ 12/21/2023
DATE

Sarah Myers Asst. Secretary
(PRINT NAME/TITLE)

CLERK/TREASURER'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND SHOWN HEREON FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.265.

APN'S : 016-401-93, 016-406-03

BY: Sandy Shipley 1-18-24
DATE

Sandy Shipley - Clerk
(PRINT NAME/TITLE)

COMMUNITY DEVELOPMENT DIRECTOR:

THE UNDERSIGNED CERTIFIES THAT THIS MAP HAS BEEN REVIEWED AND APPROVED BY THE LYON COUNTY COMMUNITY DEVELOPMENT DIRECTOR.

BY: _____ 1-19-24
COMMUNITY DEVELOPMENT DIRECTOR DATE

Lorie Carlota
(PRINT NAME/TITLE)

RECORDER'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF MANHARD CONSULTING ON THIS 19th DAY OF January, 2024 AT 25 MINUTES PAST 12 O'CLOCK P M IN THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

RECORDING FEE: $ 19.00 Anita Talbot
RECORDER

FILE NO: 677736 BY: Anita Talbot Recorder
DEPUTY

© 2017 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT
FOR
STAN LUCAS
AN ADJUSTMENT OF PARCEL 3 OF FINAL MAP NO. 410284 & PARCEL C OF ROS NO. 522357 BEING A PORTION OF SECTION 1, T16N, R21E & A PORTION OF SECTION 6, T16N, R22E, M.D.M.
LYON COUNTY NEVADA

Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775.746.3500 fx:775.746.3520 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	APR 2023
PROJ. CODE:	LUCLCNV
PROJ. #:	06
SHEET	1 OF 2

#677736 01/19/2024 1 of 2

Unofficial Document

GRAPHIC SCALE

150 0 75 150 300 600

SCALE: 1"=150'

BASIS OF BEARINGS :

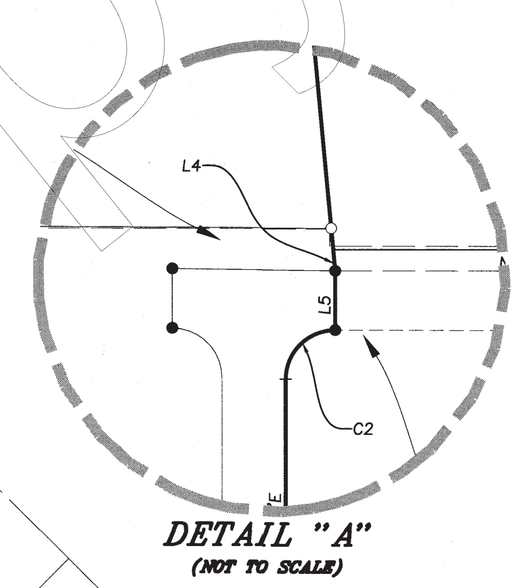
NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83/94) USING THE PUBLISHED VALUES FOR NGS CONTROL, POINTS "D 200 RESET 1976" & "DAYTON", BEARING TAKEN AS N36°58'21"E. GRID COORDINATES MODIFIED BY A COMBINED FACTOR OF 1.000222. ALL COORDINATES SHOWN HEREON ARE MODIFIED COORDINATES. ALL DIMESIONS SHOWN HEREON ARE GROUND DISTANCES.

REFERENCES

1. RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT DOCUMENT NO. 161729, JUNE 2, 1993, OFFICIAL RECORDS OF LYON COUNTY NEVADA.
2. OFFICIAL PLAT OF TRADITIONS VILLAGE 1 DOCUMENT NO. 410284, JULY 13, 2007 OFFICIAL RECORDS OF LYON COUNTY NEVADA.
3. RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT DOCUMENT NO. 522357, JUNE 17, 2014 OFFICIAL RECORDS OF LYON COUNTY NEVADA.
4. PRELIMINARY TITLE REPORTS ISSUED BY STEWART TITLE COMPANY ORDER NUMBERS 1721853 & 1721762 EFFECTIVE DATE OF MARCH 31, 2023 AND THE DOCUMENTS REFERENCED THEREIN.

LEGEND

- = EX. PROPERTY LINE
- = EX. EASEMENT LINE
- = EX. ADJACENT PROPERTY LINE
- = EX. PROPERTY LINE TO BE RELOCATED
- = FOUND 5/8" REBAR STAMPED "PLS 12140"
- = SET 5/8" REBAR STAMPED "PLS 5097"
- = SECTION CORNER AS NOTED
- P.U.E. = PUBLIC UTILITY EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- S.D.E. = STORM DRAIN EASEMENT
- W.L.E. = WATER LINE EASEMENT
- P.A.E. = PUBLIC ACCESS EASEMENT



DETAIL "A"
(NOT TO SCALE)

FOUND 5/8" REBAR & CAP STAMPED "PLS 6497" N: 14780417.70 E: 2341926.71 (GROUND)

N65°59'23"W 5730.39'

N: 14778330.143 E: 2346613.178 (GROUND)

BCB VENTURES LLC APN:016-402-22

SUTRO RESIDENTIAL GROUP LLC APN:016-406-07

N56°43'25"W 4924.44'

N11°37'13"E (R)

N0°00'00"W 641.14'

6' P.U.E. PER DOC. 161729 TO REMAIN

L=246.15' R=1303.22' Δ=010°49'18"

N90°00'00"E 325.17'

S14°02'09"W 124.55'

S0°00'00"E 98.65'

LUCAS, STAN APN:016-406-13

630.08'

S5°18'39"E 943.51'

313.44'

N53°28'35"E 671.24'

PARCEL 3-1 7.40 A.C. ±

NEW PROPERTY LINES

14.50' P.U.E. PER DOC. NO. 410284 TO REMAIN

AREA OF DEDICATION PER MAP NO. 410284 TO REMAIN

603.83'

S53°28'35"W

14.50'

10.00' P.U.E. PER DOC. NO. 410284 TO REMAIN

29.00' P.U.E., S.S.E., S.D.E., W.L.E., P.A.E., PER DOC. NO. 410284 TO REMAIN

35.00' P.U.E., S.S.E., S.D.E., W.L.E. & P.A.E. PER DOC. NO. 410284 TO REMAIN

N01°03'11"E 797.61'

5.00' P.U.E. PER DOC. NO. 134620 TO REMAIN

5.00' P.U.E. PER DOC. NO. 134620 TO REMAIN

S36°28'34"E 206.82'

Δ=053°31'26" R=121.50' L=113.50'

L10

S00°00'00"E 59.07'

Δ=053°31'26" R=112.00' L=104.63'

L6 L7 L8 L9

SEE DETAIL "A"

L4

237.25'

N90°00'00"W

L5

N90°00'00"E 402.33'

C2

35.00'

C3 C4 C5

N00°00'00"E 187.81'

LINES TO BE RELOCATED PER DOC. NO.=

S36°28'35"E 277.93'

N53°31'01"E(R)

S53°31'50"W(R)

L2

C6 C7 C8 C9 C15 C16 C17

PARCEL 3 OF FINAL MAP NO. 410284 ORIGINAL AREA 9.96 A.C. ±

LUCAS, STAN APN:016-406-12

PRIDDE GATE RD. R=753.50' Δ=036°28'08" 166.05' N36°28'08"W

S53°31'53"W 539.16'

NEVADA STATION PARKWAY

SCHALLER DEVELOPMENT APN:016-401-97

PARCEL C-1 84.38 A.C. ±

ADJUSTED PARCEL C PER BLA NO. 522357 ORIGINAL AREA 81.82 A.C. ±

N90°00'00"E 73.00'

L12 L11

L=286.41' R=313.50' Δ=052°20'44"

Δ=053°52'22" R=186.50' L=356.66'

C10 C11

S73°06'08"E (R)

N36°28'34"W 326.40'

C12 C13 C14

N31°59'09"E (R)

TRADITIONS PARKWAY

5.00' P.U.E. PER DOC. NO. 134620 TO REMAIN

SEWER LIFT STATION EASEMENT PER DOC. NO. 663434 TO REMAIN

20.00' WATERLINE EASEMENT PER DOC. NO. 163457 TO REMAIN

20.00' P.U.E. PER DOC. NO. 651099

SANITARY SEWER & ACCESS EASEMENT PER DOC. 276927 TO REMAIN

N: 14776278.090 E: 2349679.527 (GROUND)

SEWER & ACCESS EASEMENT PER DOC. NO. 276928 TO REMAIN

N53°31'59"E 1512.06'

U.S.HIGHWAY 50

NDOT "D200 RESET" N: 14778090.34 E: 2351499.89 (GROUND)

S57°16'37"W 3352.42'

LUCAS, STAN APN:016-402-19

HANSON TRUSS COMPONENTS CAPN:016-402-14

HANSON TRUSS COMPONENTS CAPN:016-402-13

JAMES GASKETS INC APN:016-402-20

ENTERPRISE WAY

CALVARY CHAPEL DAYTON VALLEY APN:016-402-12

STEELE, CRAIG APN:016-402-26

POKRAJAC, STEVEN DANIEL APN:016-402-09

LUCAS, STAN APN:016-402-17

CHASE DRIVE

NEVADA SHADOW LLP APN:016-402-25

LUCAS, STAN APN:016-402-24

POKRAJAC APN:016-402-09

NEVADA SHADOW LLP APN:016-402-25

LINE TABLE

LINE	BEARING	LENGTH
L1	S36°28'35"E	29.48'
L2	S53°32'11"W	35.00'
L4	N05°18'39"W	25.11'
L5	S00°00'00"E	35.00'
L6	S89°59'37"W	29.01'
L7	N00°00'16"W	94.44'
L8	N90°00'00"E	29.01'
L9	S00°00'18"E	94.44'
L10	N90°00'00"E	38.02'
L11	S00°00'00"E	30.00'
L12	N00°00'00"E	30.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	89°59'59"	33.50'	52.62'
C2	90°00'00"	29.00'	45.55'
C3	52°23'21"	65.50'	59.89'
C4	51°15'16"	70.50'	63.07'
C5	52°23'21"	65.50'	59.89'
C6	61°51'20"	65.50'	70.71'
C7	26°25'48"	110.50'	50.97'
C8	55°44'48"	65.50'	63.73'
C9	53°56'10"	65.50'	61.66'
C10	17°57'40"	110.50'	34.64'
C11	53°22'26"	65.50'	61.02'
C12	12°23'45"	839.50'	181.63'
C13	12°23'45"	760.50'	164.53'
C14	21°32'16"	99.50'	37.40'
C15	61°51'20"	65.50'	70.71'
C16	26°26'11"	110.50'	50.98'
C17	54°34'39"	65.51'	62.40'

PROFESSIONAL SURVEYOR - STATE OF NEVADA
LEE H. SMITHSON
Exp: 6-30-24
No. 5097

1/19/2024

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RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT FOR

STAN LUCAS

AN ADJUSTMENT OF PARCEL 3 OF FINAL MAP NO. 410284 & PARCEL C OF ROS NO. 522357 BEING A PORTION OF SECTION 1, T16N, R21E & A PORTION OF SECTION 6, T16N, R22E, M.D.M.

LYON COUNTY NEVADA

Manhard CONSULTING LTD
241 Ridge Street, Suite 400, Reno, NV 89501 ph:775.748.3500 fx:775.748.3520 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DRAWN BY:	HHF
DATE:	APR 2023
PROJ. CODE:	LUCLCNV
PROJ. #:	06
SHEET	2
OF	2

#677736 01/19/2024 2 of 2

Unofficial Document

Community Development Department

Lucas Homes & Development LLC
Access Easement Abandonment

PLZ-2025-13

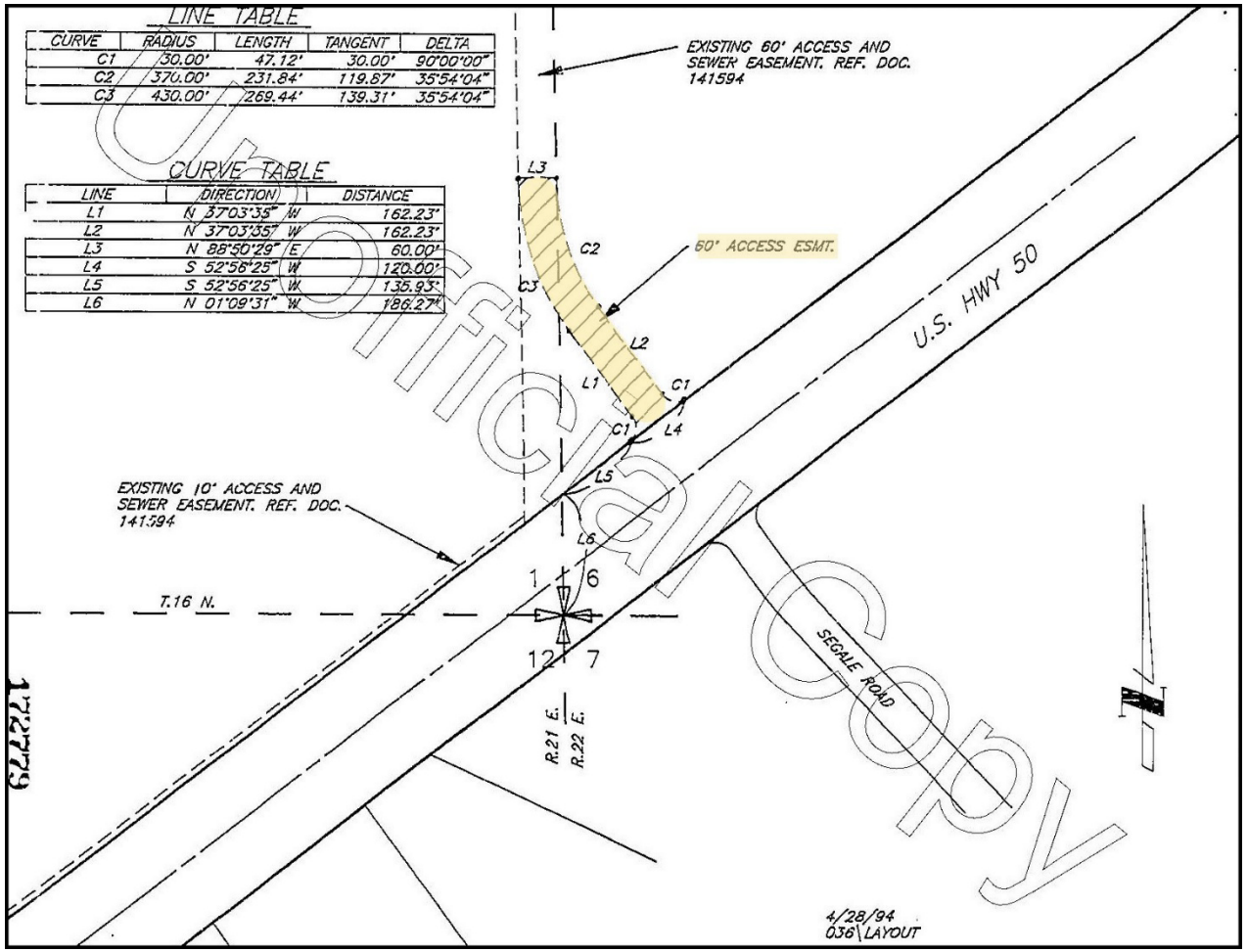
Board of County Commissioners

April 3, 2025

Easements to be Abandoned

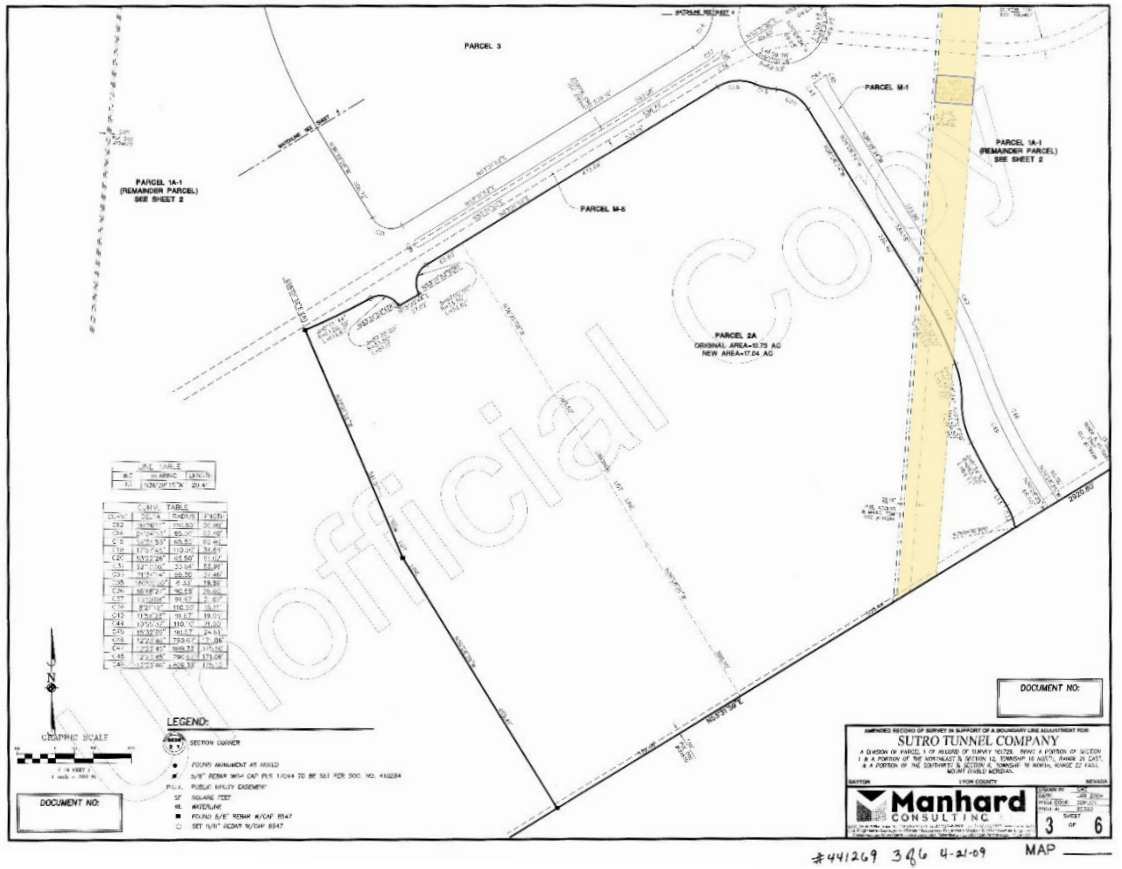


Recorded Parcel Map 172779

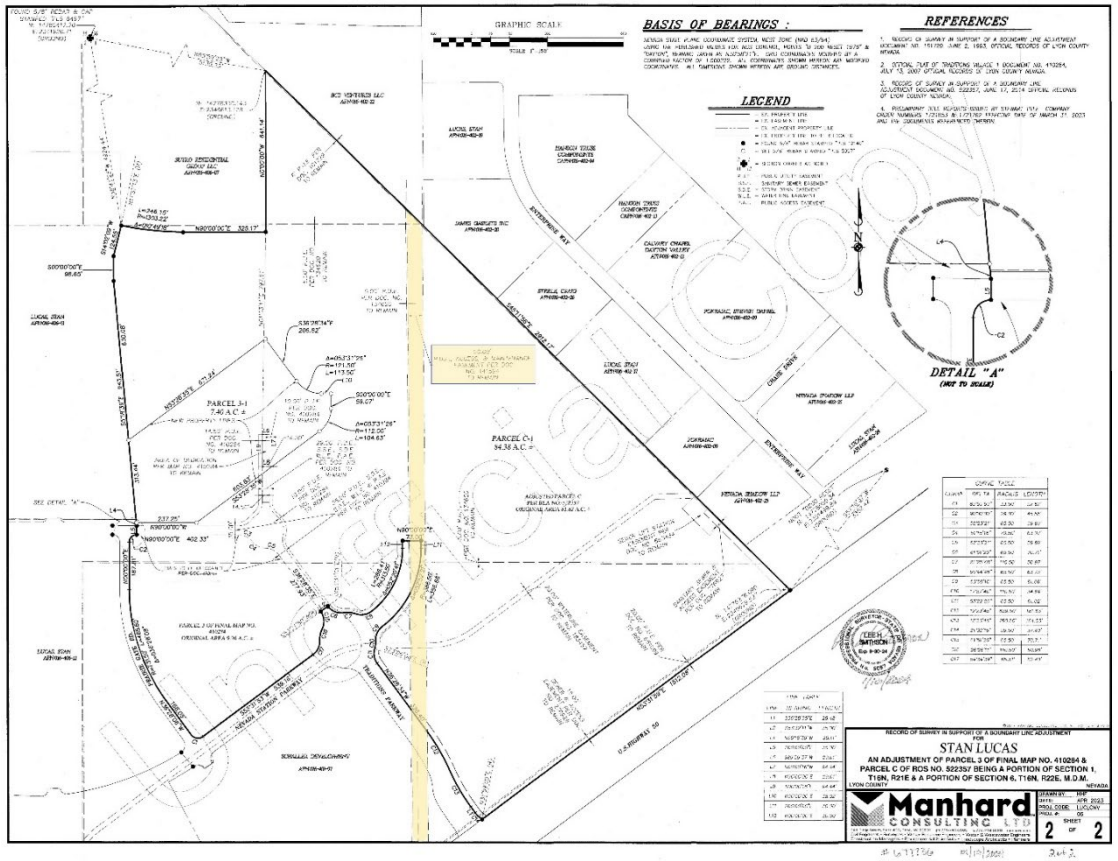


Community Development Department

Recorded Parcel Maps

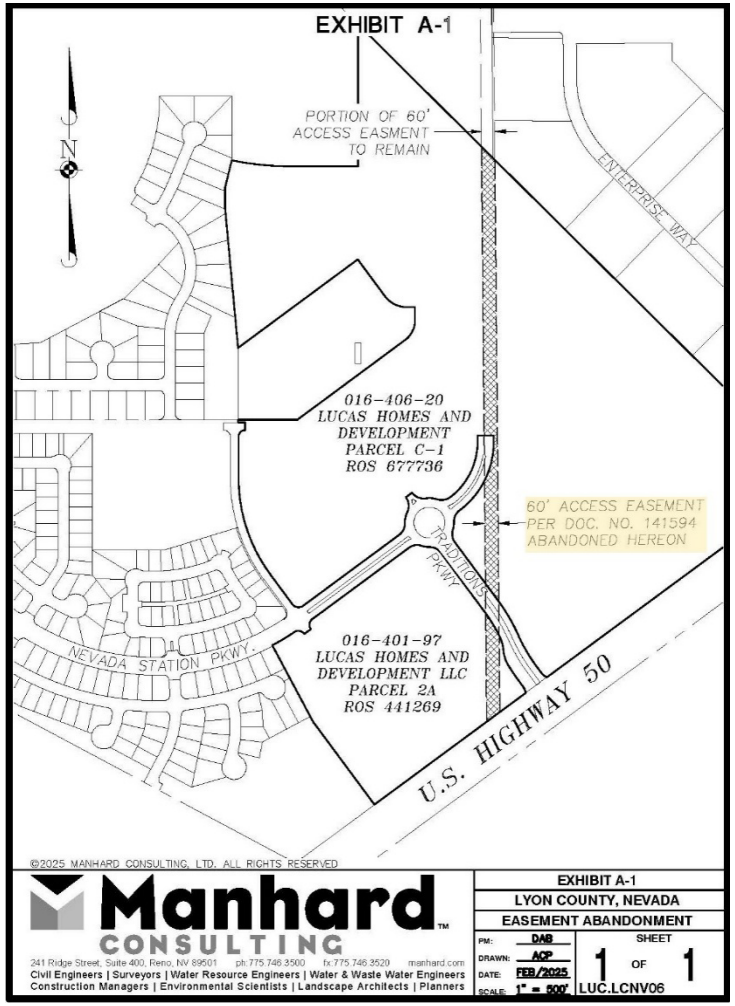


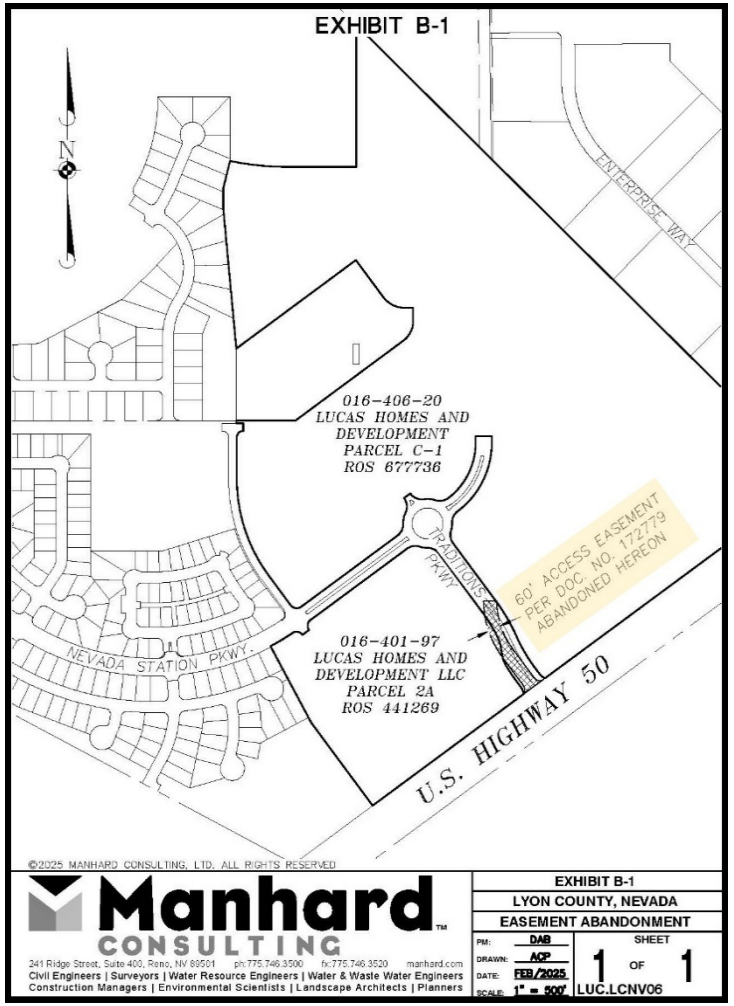
PM 441269



PM 677736

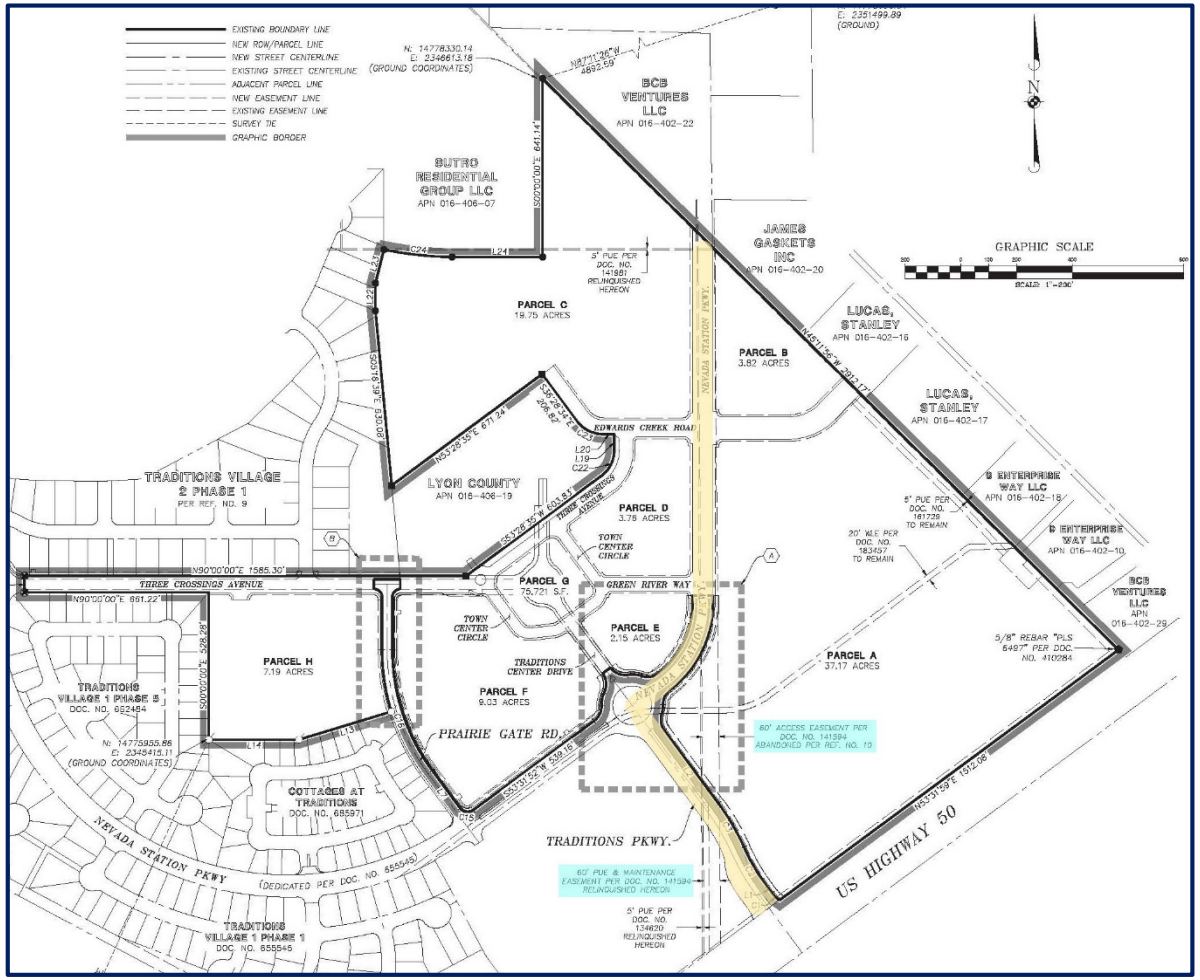
Applicant's Exhibit A-1 and B-1





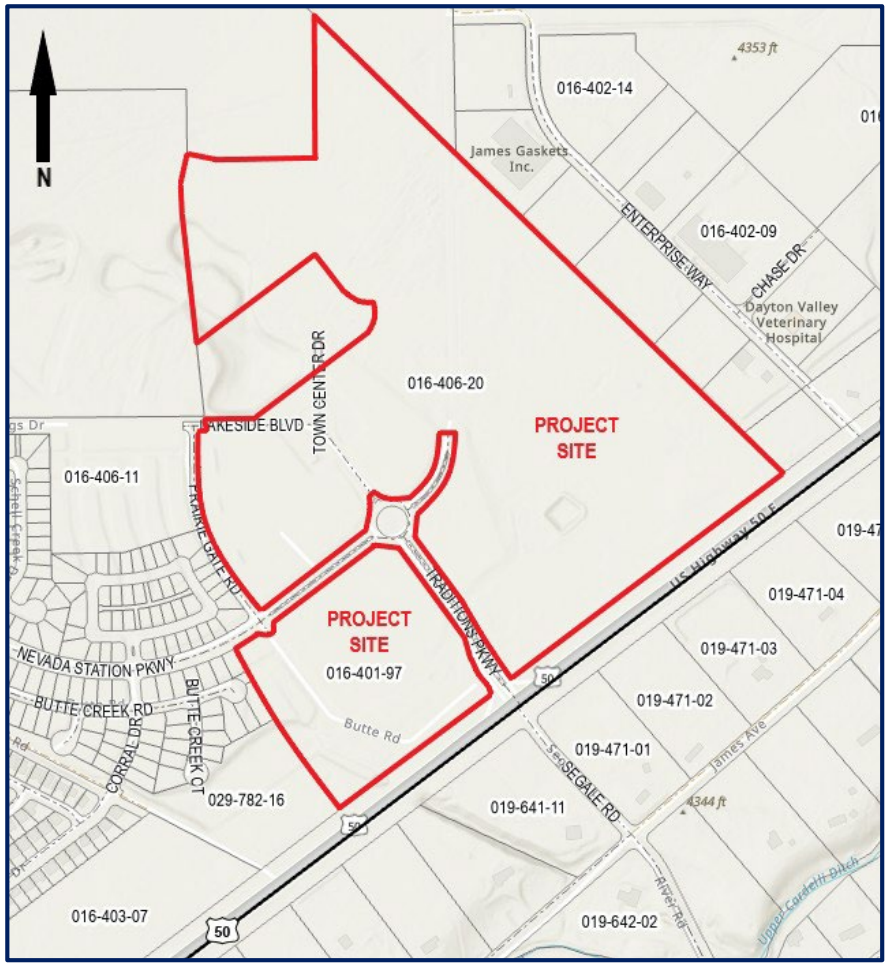
Community Development Department

Draft Final Parcel Map



Community Development Department

Questions



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
17.a

Subject:
For Possible Action: Approve the Master Services Agreement (MSA) between DOWL and Lyon County for development-related services, including County Engineer, County Surveyor, Floodplain Management, and Inspection Services.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

-

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
17.b

Subject:
For Possible Action: Approve the selection of an engineering firm for the Professional Services Agreement (PSA) related to engineering services for the Silver Springs Airport (SPZ) and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Staff Report
- Silver Springs Airport (SPZ) - Engineering RFQ Advertisement
- Silver Springs Airport (SPZ) - Engineering RFQ
- Eastern Sierra Engineering - SOQ
- Lochner - SOQ

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT
27 SOUTH MAIN STREET, YERINGTON, NV 89447
PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-county.org

BOARD OF COUNTY COMMISSIONERS

RFQ 2025-02

Proposed Action	The selection of an engineering firm for the Professional Services Agreement (PSA) related to engineering services for the Silver Springs Airport (SPZ) and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.
Meeting Date	April 3rd, 2025
Prepared By	Gavin Henderson – Director
Department	Lyon County Community Development Department

RECOMMENDATION

Staff recommends the Board of County Commissioners approve the selection of Lochner as the most qualified respondent based on the evaluation criteria set forth in the Request for Qualifications (RFQ) and authorize staff to negotiate and finalize the Professional Services Agreement, subject to review and approval by the Lyon County Board of Commissioners.

BACKGROUND

The Community Development Department issued a RFQ to establish and select from a pool of qualified firms capable of providing professional engineering services for the Silver Springs Airport (SPZ). These engineering services are essential to ensure compliance with County policies and standards, enhance public safety, and support the long-term development and operational efficiency of the Silver Springs Airport (SPZ).

The Request for Qualifications (RFQ) was publicly advertised, resulting in submissions from two firms. An evaluation panel, consisting of Andrew Haskin, Gavin Henderson, and Josh Foli, reviewed and scored the proposals based on the evaluation criteria outlined in the RFQ. These criteria included Firm Experience and Qualifications, Experience and Qualifications of Key Personnel, Approach and Methodology, and References.

Following the evaluation process, Lochner received the highest overall scores, making them the top-ranked firm for the professional services agreement.

JUSTIFICATION

Lochner received the highest total score based on the specific criteria outlined in the RFQ. Their qualifications meet the criteria set forth by the County, and their proposed approach is consistent with the objectives and standards specified in the RFQ.

FISCAL IMPACT

The services provided to the County are based on a 5% - 6.5% County match for applicable projects per the Federal Aviation Association (FAA) regulations. The fiscal impact of this contractual agreement is determined by the number of projects per fiscal year. Services to be provided are those outlined in the Airport Capital Improvement Plan (ACIP).

RECOMMENDED MOTION

If the Board of County Commissioners determines that they approve of the selection of the engineering firm for professional services related to engineering services for the Silver Springs Airport based on staff's recommendation, then the Board of County Commissioners should make a motion similar to the following.

Motion to approve the selection of Lochner for the Professional Services Agreement related to engineering services for the Silver Springs Airport (SPZ), and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Motion to Approve Selection of one of the Other Applicants

If the Board of County Commissioners determines that another applicant should be selected after discussion and public participation, the Board may option to approve the selection of Eastern Sierra Engineering for the Professional Services Agreement related to engineering services for the Silver Springs Airport (SPZ), and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

Motion to Reissue the RFQ:

If the Board of County Commissioners determines there is insufficient information to make the decision before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of agenda item as presented, then the Board of County Commissioners should make the appropriate findings and move to reissue the RFQ to allow for additional submissions and review.

The Board of County Commissioners finds that:

- There are specific deficiencies or concerns with the current RFQ process or submissions.
- There are gaps in qualifications or service capabilities that necessitate a reissuance.

Motion to reject the current recommendation for selection and direct staff to reissue the Request for Qualifications (RFQ) to allow for additional submissions and review.

NEXT STEPS

1. Upon Board approval, staff will finalize negotiations with Lochner.
2. The finalized agreement will be reviewed by the Lyon County District Attorney's Office.
3. Lyon County Board of Commissioners shall be provided finalized agreement for approval.
4. Upon Board approval, execute the agreement and initiate services as represented under the approved agreement.

EVALUATION SUMMARY

The following is a summary of the evaluation of firms based on the Request for Qualifications (RFQ). The evaluation criteria included the firm's experience and qualifications, the experience and qualifications of key personnel, their approach and methodology, and their references. The total scores for each firm were calculated and ranked accordingly as represented in Table 1.

1. **Lochner**
    - **Total Score**: 58
    - **Rank**: 1st
    - **Evaluation:**
        A. Lochner received the highest total score, demonstrating strong qualifications across all evaluation criteria. They performed well in **Firm Experience and Qualifications** and **Experience and Qualifications of Key Personnel**, securing solid scores in these categories. Their **Approach and Methodology** also reflected a comprehensive understanding of the project, and their **References** scored high as well.

2. **Eastern Sierra Engineering**
    - **Total Score**: 49
    - **Rank**: 2nd
    - **Evaluation**:
        A. Eastern Sierra Engineering ranked second, achieving competitive scores across the evaluation criteria. They performed strongly in **Experience and Qualifications of Key Personnel** and **Firm Experience and Qualifications**, with solid marks for the provided references in their submittal.

Tabulated Values

Request for Qualfications (RFQ) Total Scores and Ranking						
Firm Name	Firm Experience and Qualifications (Total Points)	Experience and Qualifications of Key Personnel (Total Points)	Approach and Methodology (Total Points)	References (Total Points)	Total Scores	Rank
Lochner	15	14	14	15	58	1
Eastern Sierra Engineering	12	12	10	15	49	2

Table 1: Request for Qualifications (RFQ) Total Scores and Ranking

Conclusion

The evaluation was conducted in alignment with the criteria specified in the RFQ, focusing on the qualifications and experience of the firms in relation to the County's needs. The rankings reflect each firm's strengths based on the review of their submitted materials. Lochner ranked first followed by Eastern Sierra Engineering.

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

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

34 LAKES BOULEVARD
DAYTON, NEVADA 89403

REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL SERVICES AGREEMENT FOR EGINEERING SERVICES

Lyon County is seeking qualified firms to submit qualifications for a Professional Services Agreement (PSA) for Airport Engineering Services for the Silver Springs Airport (SPZ).

1. Pavement Preservation
2. Construct Apron, Taxilanes, and Taxiways
3. Runway Reconstruction
4. Airfield Lighting System and Electrical Upgrades
5. Hangar Development
6. Runway Rehabilitation and Aeronautical Survey
7. Wildlife and Terminal Fencing

The purpose of the Professional Services Agreement (PSA) is to select a highly qualified firm capable of providing specialized services in support of Lyon County's Community Development Department and other associated department's pertaining to the Silver Springs Airport. These services are related to Engineering Services and related incidental special services for the Silver Springs Airport (SPZ).

Scope of Services

Lyon County invites qualified firms to provide specialized services for the Silver Springs Airport, including:

1. Engineering Design:

- Provide design services for airport infrastructure, including runways, taxiways, aprons, hangars, utilities, and other associated engineering task as determined by Lyon County staff ensuring compliance with FAA design standards.

2. Permitting Assistance:

- Prepare or assist in obtaining all relevant federal, state, and local permits, including any FAA permits and certifications necessary for airport development.

3. **Construction Support Services:**

   - Provide construction management, inspection, and oversight to ensure that all work complies with design specifications, FAA standards, and environmental regulations.

4. **Coordination and Stakeholder Engagement:**

   - Work closely with Lyon County, the FAA, and airport management to ensure all work aligns with airport goals, and complies with FAA regulations.

5. **Grant Procurement Services:**

   - Assist Lyon County in identifying, applying for, and managing grants for the Silver Spring Airport, including FAA, environmental, and infrastructure funding.

Important Dates

- Advertisement Start Date: **Monday, February 24th , 2024**
- Application Period Opens: **Monday, February 24th , 2024**
- Clarifications/Amendments Deadline: **Monday, March 10th, 2025 by 5:00 pm**
- Submittal Due Date: **Friday, March 14th, 2025, by 5:00 PM (PST)**
- Evaluation Period: **Monday, March 17th, 2025, through Friday, March 21st, 2025**
- Staff Scoring Due Date: **Monday, March 24th, 2025**
- Board of County Commissioners Approval of Selection: **Thursday, April 3rd, 2025**

Submission Details

Qualified firms must submit their qualifications by **Friday, March 14th, 2025, by 5:00 PM (PST)**. ***Late submissions shall not be accepted.*** Please reference Lyon County Request for Qualifications: Instructions for Submitting Statement of Qualifications related to the Professional Service Agreement for Airport Engineering Services for the Silver Springs Airport (SPZ). The reference shall be posted on the Lyon County Website (lyon-county.org).

Contact Information

For more question or comments related to RFQ documents, please contact:

Gavin Henderson
Director
Lyon County Community Development
Email: ghenderson@lyon-county.org
Phone: 775-463-6592

Submission

Please submit five (3) hardcopies and one (1) electronic copy (external thumb drive) of each Statement of Qualifications to Gavin Henderson acting as the Lyon County Statement of Qualifications Solicitation Coordinator, at the following address no later than Friday, March 14th, 2025, by 5:00 PM (PST).

Proposals must be submitted by 5:00 pm on Friday, January 10th, 2025 to the following address:

Lyon County
Attn: Gavin Henderson
Lyon County Clerk/Treasurer Office
27 S. Main Street
Yerington, NV, 89447

Disclaimer: Lyon County reserves the right to reject any or all submissions, to waive any informality in the RFQ process, and to select the firm(s) that are deemed to be in the best interest of the County.

Lyon County

REQUEST FOR QUALIFICATIONS (RFQ)

No. RFQ-2025-01

Instructions for Submitting Statement of Qualifications for Professional Services Agreement (PSA) to Include:

Airport Engineering Services for the Silver Springs Airport (SPZ)

in

Lyon County, Nevada

Gavin Henderson

Community Development Director

Date: February 24, 2025

For: Professional Services Agreement for Airport Engineering Services for the Silver Springs Airport (SPZ)

Issued by: Lyon County

Application Period Open: Monday, February 24, 2025

Response Deadline: Friday, March 14th, 2025, by 5:00 PM (PST)

I. Introduction

Lyon County, Nevada as Sponsor of a public use airport facility invites qualified firms to submit Statement of Qualifications to provide Engineering Services and related incidental special services for the Silver Springs Airport (SPZ). This RFQ seeks firms with expertise in airport engineering, FAA compliance, and related services.

II. Project Background

Silver Springs Airport (SPZ) is a general aviation airport located at 1991 HWY 50, Silver Springs, NV. Lyon County seeks to implement improvements to accommodate existing and future aviation demand. The airport has one runway that extends approximately 6,001 feet in length and 75 feet in width and one taxi way, approximately 6,480 feet in length and 35 feet in width.

Contemplated projects under this Professional Services Agreement may include any of the following, but not limited to:

1. **Pavement Preservation**
2. **Construct Apron, Taxilanes, and Taxiways**
3. **Runway Reconstruction**
4. **Airfield Lighting System and Electrical Upgrades**
5. **Hangar Development**
6. **Runway Rehabilitation and Aeronautical Survey**
7. **Wildlife and Terminal Fencing**

This RFQ represents a critical step in advancing the airport's development goals while promoting sustainability, regulatory alignment, and operational excellence.

III. Scope of Work

The selected firm shall provide comprehensive engineering services and project management related to airport development and maintenance projects, which may include but are not limited to the following:

1. ***Engineering Design:***

   - Provide design services for airport infrastructure, including runways, taxiways, aprons, hangars, utilities, and other associated engineering task as determined by Lyon County staff ensuring compliance with FAA design standards.

   - Design work must align with FAA Advisory Circulars (ACs) relevant to airport design and safety, including but not limited to:

     i. FAA AC 150/5300-13: Airport Design
     ii. FAA AC 150/5370-10: Standards for Specifying Construction of Airports
     iii. FAA AC 150/5070-6B: Airport Master Plans, for long-term development planning
     iv. FAA AC 150/5340-1: Standards for Airfield Marking

2. ***Permitting Assistance:***

   - Prepare or assist in obtaining all relevant federal, state, and local permits, including any FAA permits and certifications necessary for airport development.

3. ***Construction Support Services:***

   - Provide construction management, inspection, and oversight to ensure that all work complies with design specifications, FAA standards, and environmental regulations.

4. ***Coordination and Stakeholder Engagement:***

   - Work closely with Lyon County, the FAA, and airport management to ensure all work aligns with airport goals, and complies with FAA regulations.

5. ***Grant Procurement Services:***

   - Assist Lyon County in identifying, applying for, and managing grants for the Silver Spring Airport, including FAA, environmental, and infrastructure funding. Responsibilities include:

     i. Researching and identifying relevant grant opportunities from federal, state, and private funding sources, with a focus on FAA Airport Improvement Program (AIP) grants, sustainability initiatives, and infrastructure development funding.
     ii. Preparing comprehensive and accurate grant applications, ensuring all required documentation, data, and compliance measures are included.
     iii. Coordinating with Lyon County staff and stakeholders to gather necessary information and align grant applications with airport development priorities and regulatory requirements.

iv. Managing awarded grants, including tracking project progress, monitoring budgets, preparing status reports, and ensuring compliance with all grant requirements and timelines.
v. Facilitating communication between Lyon County, the FAA, and other grant agencies to address questions, provide updates, and ensure seamless project execution.
vi. Conducting post-grant audits or evaluations to ensure proper fund utilization and to support future grant opportunities.

IV. Submission Requirements

Submissions shall include the following information:

1. Cover Letter:

- Summarize the firm's interest in the project and highlight relevant experience.
- Provide the name, title, and contact information of the primary contact person.

2. Firm Qualifications:

- Provide an overview of the firm, including size, areas of expertise, and history.
- Highlight experience in airport-related engineering services, particularly:
    - Airport master planning and infrastructure development.
    - Site planning and design for hangar construction, taxiways, and aprons.
    - FAA regulatory compliance, including airfield safety and operational standards.
    - Environmental studies, including compliance with NEPA requirements.
- Include certifications, licenses, and professional affiliations relevant to airport development and engineering.

3. Team Composition

- Identify key personnel assigned to this project, including their qualifications and relevant experience in areas such as airfield design, drainage systems, and utility infrastructure for airports.
- Provide resumes for key team members (may be attached as an appendix).
- Include an organizational chart detailing team structure, roles, availability, and tenure with the firm.

4. Approach and Methodology

- Describe the firm's methodology for performing the scope of services, including:

  - Infrastructure development for hangars, taxiways, aprons, and support facilities.
  - Technical reviews, inspections, and FAA regulatory compliance assessments.
  - Environmental review processes to meet NEPA and other relevant standards for engineering related projects.
- Detail quality control measures, project timeline management, and stakeholder coordination strategies to ensure smooth implementation.

5. References:

- Provide at least three references from clients for whom similar services have been performed.
- Include the name, title, organization, phone number, and email address for each reference.
- Summarize the scope of services provided for each reference.

6. Sample Work Products:

- Provide examples of relevant deliverables such as technical review reports, environmental studies related to engineering projects, or engineering plans for airfield infrastructure.
- Attach sample work products as an appendix (not included in the total page limit).

8. Legal and Insurance Information:

- Provide information on the firm's insurance coverage, including general liability, professional liability, and worker's compensation.
- Include a statement regarding any past or pending litigation involving the firm.
- Please identify any potential conflicts of interest related to Lyon County projects at the Silver Springs Airport. Disclose any relationships with developers, property owners, or entities that could impact impartiality. Explain how the firm will manage or mitigate these conflicts to ensure unbiased services to Lyon County.

****Submissions for Statements of Qualifications shall be a maximum of twelve (12) pages.****

IV. Selection Criteria

Submissions will be evaluated based on the following criteria for a maximum score of 20 Points:

1. Firm's Experience and Qualifications (5 Points Maximum)

- Demonstrated experience providing engineering services for aviation and municipal infrastructure projects, including:
  - Site improvement plan reviews specific to airport facilities such as hangars, aprons, taxiways, and terminal areas.

  - Environmental and floodplain management assessments meeting FEMA, FAA and NEPA standards.
  - Technical and regulatory document reviews for compliance with FAA requirements.
- Relevant certifications, licenses, and professional affiliations applicable to airport engineering.
- Quality and relevance of sample work products, including previous airport-related deliverables.

2. ***Experience and Qualifications of Key Personnel (5 Points Maximum)***

- Relevant experience and qualifications of key personnel assigned to this project, including expertise in:
  - Airport infrastructure development.
  - Maintenance and repair of airport pavements, lighting systems, drainage, and utility infrastructure.
  - Environmental and regulatory compliance for FAA and NEPA requirements.
- Appropriateness of the proposed team structure and clarity of team member roles.
- Quality and relevance of resumes provided for key personnel.

3. ***Approach and Methodology (5 Points Maximum)***

- Thoroughness and feasibility of the proposed approach to performing the required scope of services, including:
  - Technical reviews, inspections, and evaluations of airport facilities.
  - Infrastructure design for hangar development, taxiways, aprons, and related projects.
  - Environmental review and FAA compliance assessments.
- Quality control measures to ensure project deliverables meet professional standards and deadlines.
- Strategies for effective communication and coordination with Lyon County departments, airport stakeholders, and regulatory agencies.

4. ***References (5 Points Maximum)***

- Strength and relevance of references provided from previous clients with similar airport or municipal project experience.
- Feedback from references regarding the firm's quality of services, timeliness, and ability to meet project objectives.

V. Submission Instructions

Please submit five (3) hardcopies and one (1) electronic copy (external thumb drive) of each Statement of Qualifications to Gavin Henderson acting as the Lyon County Statement of Qualifications Solicitation Coordinator, at the following address no later than **Friday, March 14th, 2025, by 5:00 PM (PST)**

Proposals must be submitted by 5:00 pm on Friday, March 14th, 2025 to the following address:

Lyon County
Attn: Gavin Henderson
Lyon County Clerk/Treasurer Office
27 S. Main Street
Yerington, NV, 89447

****Proposals received after the deadline will not be considered.****

VI. Questions and Clarifications

- All questions regarding this RFQ must be submitted to Gavin Henderson at ghenderson@lyon-county.org by 5:00 pm (PST) on **Monday, March 10th, 2025.** Responses to all questions will be provided to all prospective applicants.

VII. Terms and Conditions

1. Submission Deadline:

- All responses to this RFQ must be received no later than **Friday, March 14th , 2025, by 5:00 PM (PST)**
- Late submissions will not be considered.

2. Cost of Submission:

- Lyon County is not responsible for any costs incurred by respondents in preparing or submitting their qualifications.

3. Clarifications and Amendments:

- Any questions or requests for clarification must be submitted in writing or email to Gavin Henderson at ghenderson@lyon-county.org by 5:00 pm (PST) on **Monday, March 10th, 2025.** The County will issue responses to all inquiries and, if necessary, will issue amendments to the RFQ. These amendments will be provided to all known recipients of the RFQ and posted on Lyon County's website.

  Applicable NRS: NRS 332.065 (Amendments to the solicitation documents)

4. Confidentiality:

- All materials submitted in response to this RFQ will become the property of the County and may be subject to public disclosure under applicable law.

Applicable NRS: NRS 239.010 (Public Records Law)

5. ***Right to Reject:***

- The County reserves the right to reject any and all submissions, to waive any minor irregularities in submissions, and to request clarification of information from any respondent.

Applicable NRS: NRS 332.075 (Right to reject all bids or proposals)

6. Evaluation and Selection:

- The County will evaluate submissions based on the criteria outlined in this RFQ. The County may conduct interviews with selected respondents as part of the evaluation process.

Applicable NRS: NRS 332.115(1)(b) (Professional services selection)

7. ***No Obligation to Contract:***

- This RFQ does not obligate the Lyon County to award a contract or complete the project, and the Lyon County reserves the right to cancel the solicitation if it is considered to be in Lyon County's best interest.

Applicable NRS: NRS 332.075 (Right to reject all bids or proposals)

8. Proprietary Information:

- If a respondent believes that any portion of their submission is proprietary or confidential, they should clearly mark that portion of the submission. Lyon County will make reasonable efforts to protect such information but cannot guarantee confidentiality.

Applicable NRS: NRS 332.061 (Confidentiality of proprietary information)

9. Insurance Requirements:

- The selected firm will be required to provide evidence of insurance coverage as specified by the County, including but not limited to general liability, professional liability, and workers' compensation insurance.

  Applicable NRS: NRS 41.0305 to NRS 41.039 (Insurance requirements for public entities)

10. Contract Negotiations:

- The County will negotiate the terms and conditions of the Master Services Agreement with the selected firm. If the County and the selected firm cannot agree on the terms, the County may choose to negotiate with another respondent.

  Applicable NRS: NRS 332.115 (Professional services selection)

11. Compliance with Laws:

- Respondents must comply with all applicable federal, state, and local laws, regulations, and ordinances.

  Applicable NRS: NRS 625 (Professional Engineers and Land Surveyors)

12. Conflict of Interest:

- Respondents must disclose any potential conflicts of interest that may arise from their participation in this RFQ process or their performance of the contract.

  Applicable NRS: NRS 281A (Nevada Ethics in Government Law)

13. Withdrawal of Submission:

- Respondents may withdraw their submission at any time before the submission deadline by providing a written request to [Contact Person].

14. Addenda and Interpretations:

- The County may issue addenda to the RFQ to clarify, correct, or change the RFQ terms. Respondents are responsible for ensuring they have received all addenda before submitting their qualifications.

  Applicable NRS: NRS 332.065 (Amendments to the solicitation documents)

VIII. Schedule

- Advertisement Start Date: **Monday, February 24th , 2024**
- Application Period Opens: **Monday, February 24th , 2024**
- Clarifications/Amendments Deadline: **Monday, March 10th, 2025 by 5:00 pm**
- Submittal Due Date: **Friday, March 14th, 2025, by 5:00 PM (PST)**
- Evaluation Period: **Monday, March 17th, 2025, through Friday, March 21st, 2025**
- Staff Scoring Due Date: **Monday, March 24th, 2025**
- Board of County Commissioners Approval of Selection: **Thursday, April 3rd, 2025**

IX. Conclusion

Lyon County is dedicated to advancing the development of Silver Springs Airport through innovative and effective engineering solutions established in conjunction with a selected qualified firm. Lyon County looks forward to reviewing your proposals and collaborating to achieve the airport's infrastructure and operational goals.

EASTERN SIERRA ENGINEERING

CIVIL ENGINEERING & CONSTRUCTION SERVICES



Statement of Qualifications

Airport Engineering Services for the Silver Springs Airport (SPZ)

RFQ-2025-01

Presented to:

Lyon County, Nevada

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

Eastern Sierra Engineering
4515 Towne Drive
Reno, NV 89521
775-828-7220
EngineeringTheEarth.com

March 14, 2025

Selection Committee - Lyon County
Lyon County Clerk/Treasurer Office
27 S. Main Street
Yerington, NV 89447

Attn: Gavin Henderson

Subject: Proposal Submission for Airport Engineering Services – Silver Springs Airport (SPZ)

Dear Selection Committee,

Eastern Sierra Engineering (ESE) is pleased to submit our Statement of Qualifications for the Professional Services Agreement for Airport Engineering Services at Silver Springs Airport (SPZ). With a strong background in aviation infrastructure, municipal projects, and transportation engineering, our firm is well-equipped to support Lyon County's vision for improving and expanding airport operations.

As a Senior Civil Engineer at ESE, I bring extensive experience in airport master planning, runway and taxiway rehabilitation, drainage and stormwater management, and FAA regulatory compliance. ESE has successfully partnered with public agencies across Nevada, delivering pavement preservation, airfield lighting system upgrades, hangar development, and environmental permitting projects that align with FAA standards and local infrastructure goals.

We recognize that Silver Springs Airport (SPZ) serves a critical role in Lyon County's transportation network, and we are committed to providing comprehensive engineering design, permitting assistance, construction support services, and grant procurement to ensure the successful execution of planned improvements, including:

- **Runway and Taxiway Rehabilitation & Reconstruction**
- **Apron, Taxilanes, and Hangar Development**
- **Airfield Lighting and Electrical System Upgrades**
- **Wildlife and Terminal Fencing**
- **FAA Compliance and Grant Procurement Assistance**

Our expertise in FAA Advisory Circulars (ACs), Airport Improvement Program (AIP) grant applications, and environmental permitting (NEPA compliance) ensures that every phase of development is executed efficiently and in accordance with regulatory requirements. Additionally, ESE's approach prioritizes stakeholder engagement, budget-conscious solutions, and proactive coordination with Lyon County and the FAA to meet project objectives successfully.

Respectfully submitted,



Brian Fitzgerald, P.E. (Senior Engineer/Project Manager)
(775) 828-7220 bfitzgerald@esengr.com

About Eastern Sierra Engineering

A Civil Solutions Company: Founded in 1996, Eastern Sierra Engineering (ESE) is a full-service civil engineering firm committed to designing, managing, and delivering projects that consistently exceed client expectations. As a wholly owned subsidiary of Civil Solutions, we combine local expertise with national resources to provide comprehensive services, including:

- **Civil Design**
- **Geotechnical Engineering**
- **Construction Management**
- **Construction Inspection**
- **Materials Testing**

Our team includes 45 full-time professional and technical staff, supplemented by additional testing and inspection personnel during construction seasons. This depth of talent allows us to deliver superior service and high-quality work products, driven by a commitment to be responsible and responsive to our clients' goals.

End-to-End Project Expertise: With over 30 years of experience **in** Northern Nevada and the Eastern Sierras, our team is uniquely positioned to guide projects from initial concept to completion. Our comprehensive approach includes:

- Grant applications and funding acquisition
- Development and evaluation of alternatives
- Utility coordination and design
- Life cycle cost analysis
- Preparation of PS&E (Plans, Specifications & Estimates) documents
- Permitting, bidding, and construction management

A Collaborative National Network: While our Nevada and California operations are tailored to the unique demands of the region, we are bolstered by the expertise and experience of our Midwest colleagues. This collaborative approach allows us to bring innovative solutions and industry best practices to every project, no matter the location.

Driven by Talent, Focused on Mission: Our success is built on:

- **Mission Focus:** Aligning every project with our client's vision for meaningful, impactful outcomes.
- **Process Management:** Delivering efficiency and transparency at every stage of the project lifecycle.
- **Exceptional Talent:** Recruiting and retaining top engineering professionals passionate about delivering innovative solutions.
- **Purposeful Execution:** Approaching every step of the journey with precision and a commitment to excellence.

We have cultivated a professional environment that encourages creativity, professional development, and the pursuit of passion-driven projects.

Our Commitment to Excellence: At Eastern Sierra Engineering, our goal is to provide superior service and exceptional results. We proudly present this Statement of Qualifications to showcase our capabilities, expertise, and commitment to delivering engineering solutions that stand the test of time.

Firm Qualifications

Eastern Sierra Engineering (ESE) has been a leader in civil engineering, project management, geotechnical investigation, construction inspection, and materials testing since its establishment in 1996. With a dedicated team of 45 full-time professionals and technical staff, along with additional personnel during peak construction seasons, ESE provides innovative and high-quality engineering solutions to federal, state, and local agencies.

ESE specializes in civil engineering design, site development, infrastructure rehabilitation, and materials testing, with a strong emphasis on airport-related projects. Our engineers have over 30 years of experience in roadway and airfield design, stormwater management, and compliance with regulatory standards.

Airport-Related Engineering Services: ESE has an extensive portfolio of airport engineering services, including:

- **Airport Capital Improvement Plan (ACIP) & Development:**
  - Over 18 years of experience in aviation project management and engineering.
  - Completion of 52 projects at 12 general aviation airports and assistance with seven projects at five commercial airports.
  - Coordination with airport authorities, FAA, and local agencies to develop AICP's and long-term infrastructure improvements.
- **Site Planning & Design for Airfield Pavements & Areas:**
  - Site layout, grading, and pavement design for runways, taxiways, aprons, and hangar facilities.
  - Drainage and stormwater management planning for airport facilities.
  - Utility coordination and installation in compliance with aviation-specific requirements.
  - Rehabilitation and expansion of existing airport infrastructure to meet increasing demands.
- **FAA Regulatory Compliance, Airfield Safety, & Operational Standards:**
  - Adherence to FAA Advisory Circulars (ACs) and airfield design standards.
  - Airfield safety enhancements, including lighting, marking, and pavement rehabilitation.
  - Development of pavement management programs to align with FAA funding eligibility.
  - Compliance with FAA regulations for runway and taxiway separations, operational safety, and maintenance planning.
- **Environmental Studies & NEPA Compliance:**
  - Environmental impact studies and assessments for airport projects.
  - Coordination with regulatory agencies to ensure National Environmental Policy Act (NEPA) compliance.
  - Implementation of sustainable design strategies to minimize environmental impact.
  - Stormwater Pollution Prevention Plans (SWPPP) and erosion control measures.

Certifications, Licenses, & Professional Affiliations: ESE maintains industry-leading certifications and affiliations relevant to airport development and engineering, including:

- **Professional Engineer (PE) Licenses** in Nevada, California, and additional states.
- **FAA Advisory Circular Compliance Expertise**, ensuring designs meet federal aviation regulations.
- **AASHTO Accredited & Caltrans Certified Laboratory**, ensuring precise materials testing for airport construction.

- **SWPPP Practitioner/Developer Certification**, supporting environmental compliance in aviation projects.

Quality Control & Materials Testing: ESE operates AASHTO-accredited and Caltrans-certified laboratories in Reno and Bishop, along with mobile testing labs to serve remote projects. Our materials testing and inspection services include:

- Soil, aggregate, concrete, and asphalt testing.
- FAA-compliant asphalt and concrete mix design verification.
- Superpave Mix Design and Hveem & Marshall Mix Design.
- Geotechnical investigation and pavement analysis for airport projects.

Construction Management: ESE will provide construction management services for all construction projects. Construction management includes contract administration, construction inspection, Quality Assurance survey, and materials testing. Contract administration includes reviewing material submittals, reviewing certified payrolls from the contractor, processing pay requests, preparing change orders, and preparing the necessary documents for project closeout including the final engineer's report and the record drawings. ESE will also provide inspection services with experienced inspectors that are familiar with an airport environment, who are also capable of sampling materials for quality assurance testing, and daily reports during the construction of the projects.

ESE's commitment to trustworthiness, quality, responsiveness, and passion ensures that our airport-related engineering services meet the highest industry standards. With a proven track record in airport infrastructure planning, design, and environmental compliance, ESE delivers projects that enhance operational efficiency, safety, and sustainability.

Team Composition



Christopher Schmitt, P.E., NV 26464
Principal Engineer
Mr. Schmitt is a Civil Engineer with 16 years of experience in various areas of civil engineering design and 2 years of experience in underground construction and estimation. He has worked for both local and global clients, in both private and municipal sectors. Christopher has been involved with firms on a worldwide and local level and has consistently delivered projects for public and private clients. His skills include civil site design, roadway design, streetscape, and stormwater/wastewater design. He has delivered multiple projects across different industries such as oil/gas, rail, and mining. Recently, Christopher has been responsible for the design and project management of several municipal landmark projects. Additionally, Christopher is a 23-year veteran of the Nevada Air National Guard and the Air Force Reserves and is currently serving as a Civil Engineering officer at the 940th Civil Engineering Squadron at Beale Air Force Base, CA. As a civil engineering officer, he is responsible for air base and airfield maintenance.



Brian Fitzgerald, P.E., NV 21114
Senior Engineer
Mr. Fitzgerald is a Senior Engineer/Project Manager with 18 years of experience specializing in aviation and roadway project management and engineering. His expertise encompasses pavement design, airport and roadway rehabilitation and reconstruction, as well as site and utility design, including sewer, water, and storm drain systems. Brian's extensive project portfolio includes special assessment work, bidding services, construction management and inspection, cost estimating, grant application support, and the preparation of construction summary reports. He is also committed to mentoring young engineers.

Brian is highly proficient in applying design standards from the FAA, AASHTO, PROWAG, and ADA, with particular expertise in the airfield environment, safety areas, separation distances and Part 77 surfaces. His project experience further includes quality assurance reviews, sequencing and phasing plans, and comprehensive client service management. **Brian has performed several projects at SPZ with his previous employer and is familiar with the nuances of the airport and the surrounding environment.**

Having led projects across the Eastern Sierra and rural Nevada, Brian has developed an in-depth understanding of how harsh winter climates impact material selection, durability, and maintenance requirements, particularly regarding snow removal and long-term performance.



Jennifer Roman, P.E. , NV 13582
Senior Engineer
Ms. Roman has worked in the Eastern Sierras for more than 30 years and has extensive experience including roadway design, roadway reconstruction and resurfacing, roadway improvements, drainage improvements, erosion control, facilities, stream environment zone restoration, stormwater treatment facilities, site & utility design, campground design, pedestrian & bikeway improvements and water & sewer system improvements. She has managed many projects in the Eastern Sierras from preliminary analysis through construction, including existing condition analysis, and formulation and evaluation of alternatives (SWQIC process), utility coordination, life cycle cost analysis, PS&E design documents, permitting, bidding and construction. Public agencies, regulatory agencies and funding agencies that she has worked with in the region include TRPA, USFS, various counties, NDOT, Caltrans, Lahontan, CTC, Bureau of Reclamation, Army Corps of Engineers, various general improvement and utility districts, and the City of South Lake Tahoe as well as others.



Beñat Etxebeste, P.E., NV 30543
Staff Engineer
Beñat Etxebeste is an accomplished Civil Engineer with nine years of experience specializing in the design and management of complex civil infrastructure projects. As a Staff Engineer at Eastern Sierra Engineering (ESE), Beñat has demonstrated expertise in delivering projects that enhance community infrastructure while meeting stringent regulatory standards. His extensive experience includes roadway design and reconstruction, drainage systems and roadway drainage, ADA-compliant routes and pedestrian safety improvements, bike trails and pedestrian connectivity, as well as utility relocation and infrastructure design encompassing sewer, water, dry utilities, and storm drain systems. Beñat is highly skilled in hydrology calculations and hydraulic network analysis for storm drain and sanitary sewer systems, along with peak flow attenuation calculations. He is proficient in industry-standard software, including StormCAD, WaterCAD, and Autodesk Civil 3D, with extensive

experience utilizing pipe networks and grading corridors and sites. His responsibilities include preparing comprehensive plans, specifications, and cost estimates, as well as reviewing submittals, construction schedules, and payment applications to ensure seamless project execution.



Michael Phelps
Senior Geologist
Mr. Phelps has over 30 years of experience conducting geotechnical engineering investigations for public agencies, commercial, mining, residential, Nevada Department of Transportation (NDOT), California Department of Transportation (Caltrans), and U.S. Navy projects in California and Nevada. The projects involved exploration drilling and soil sampling, laboratory testing and analysis, and report preparation. Mike has been responsible for construction management and inspection and testing of projects that have included: road and utilities, erosion control, dams, mining facilities, commercial, and residential. Mike has conducted environmental investigations for hazardous and nonhazardous waste projects. The projects involved exploration drilling, soil and groundwater sampling, underground storage tank removal, remediation, and final report preparation. Mike has performed earthwork, concrete pipe, steel, concrete, drainage, bridge, laydown and batch plant inspection for highway projects for the states of Nevada and California. He has conducted material testing on highway projects for the State of Nevada.



Dennis Brown
Director of Construction Management Services
Mr. Brown has extensive experience performing laboratory testing on materials used on various roadway construction projects located in the eastern Sierra and northern Nevada. His responsibilities as Director of CMT services include laboratory and field testing of soils, aggregate, asphalt and concrete, supervision, management and coordination of all testing performed in the laboratory and field. He is certified to operate a nuclear gauge for soils and asphalt compaction testing. He is also the Radiation Safety Officer for ESE in California and Nevada. He has performed asphalt & PCC mix designs and consulting services for various producers across Nevada & California.

Geode Environmental - Essra Mostafavi – Project Environmental



Essra's 15-year environmental and urban planning career has cultivated interdisciplinary tools in strategic policy analysis and sustainability planning. She is the Founder & CEO of Geōde Environmental. For the last ten years, she has worked on high-profile transportation projects of state, federal, and international significance: managing policy sufficiency reviews for the Palmdale to Burbank Section of the HSR and managing the environmental reviews and consultant teams on the $1.8 billion I-10 Corridor Project and the $425 million I-15 Corridor Project, both in the consulting sector and as a Caltrans environmental planner.



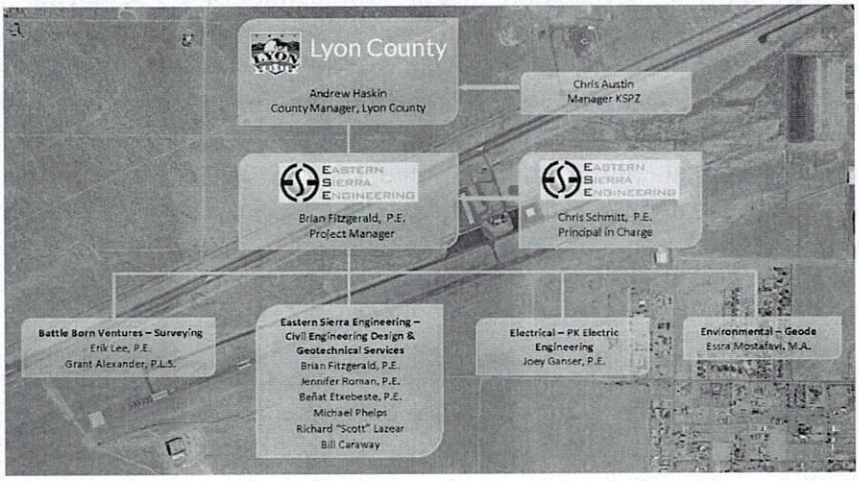
PK Electrical – Joey Ganser, P.E. – Project Electrical Engineering

Mr. Ganser began his career in the electrical industry as a designer and estimator for a prominent electrical contractor. With a passion for precision and innovation, he joined PK Electrical in 2007, where he began as an electrical designer. Demonstrating exceptional leadership and technical acumen, Joey was first promoted to Engineering Operations Manager, followed by his advancement to Principal of Engineering in 2013, overseeing a spectrum of critical responsibilities. Known for his comprehensive approach to project management, Joey not only designs but also oversees electrical projects, ensuring adherence to industry standards. Joey's dedication to defining the standard, and his proactive leadership, have solidified his reputation as a driving force within the organization.

Battle Born Ventures, LLC – Grant R. Alexander, P.L.S. – Project Surveying

Grant R. Alexander, P.L.S., is a highly experienced Professional Land Surveyor with over two decades of expertise in land, energy, and mining resource development. He holds a Bachelor of Science in Geomatics from the Oregon Institute of Technology and is a licensed Professional Land Surveyor in Nevada. As the Principal Land Surveyor at Battle Born Ventures, LLC, Grant specializes in project planning, survey calculations, legal description preparation, and field surveying using GPS and conventional equipment. His hands-on approach ensures accuracy and efficiency in every project. He is also an active member of the Nevada Association of Land Surveyors – Lahontan Chapter.

Our Organizational Chart for Silver Springs Airport Projects:



All members of the team have fluid schedules and are available to perform work as necessary throughout this assignment

Approach and Methodology

Our approach to providing engineering services for the Silver Springs Airport (SPZ) is structured to ensure compliance with FAA regulations, alignment with Lyon County's infrastructure goals, and seamless project execution. We prioritize efficient project delivery, cost-effectiveness, and long-term operational sustainability.

1. Infrastructure Development for Hangars, Taxiways, Aprons, and Support Facilities

- Conduct thorough site assessments to evaluate existing infrastructure conditions and identify necessary improvements.
- Develop detailed engineering designs for new and rehabilitated infrastructure, including runways, taxiways, aprons, and hangars, ensuring compliance with FAA Advisory Circulars (e.g., AC 150/5300-13B for Airport Design, AC 150/5370-10 for Construction Standards).
- Integrate modern materials and construction techniques to enhance pavement longevity and reduce maintenance costs.
- Implement stormwater and drainage solutions that meet regulatory standards and mitigate flooding risks.
- Develop phasing and staging plans to minimize operational disruptions during construction.

2. Technical Reviews, Inspections, and FAA Regulatory Compliance

- Perform comprehensive site evaluations to ensure all airport facilities meet FAA, utilizing the State of Nevada Airport Pavement Study conducted in 2023 as a basis, and Lyon County standards.
- Conduct pavement condition index (PCI) assessments to establish a data-driven approach for runway, taxiway, and apron rehabilitation projects.
- Provide quality assurance and quality control (QA/QC) throughout the design and construction process to maintain compliance with FAA and industry best practices.
- Facilitate coordination with the FAA Airports Phoenix District Office (ADO) for funding eligibility and regulatory approvals.

3. Environmental Review and NEPA Compliance

- Conduct environmental impact assessments in accordance with NEPA requirements, including air quality analysis, noise studies, and wildlife hazard mitigation.
- Develop and submit all required environmental documentation for FAA funding approvals, including Categorical Exclusions (CATEX), Environmental Assessments (EA), and Environmental Impact Statements (EIS) when necessary.
- Implement sustainable design practices, including low-impact development (LID) techniques, stormwater BMPs, and energy-efficient airfield lighting solutions to meet environmental requirements.

4. Quality Control Measures and Project Timeline Management

- Establish a detailed project schedule using industry-standard tools such as Microsoft Project or Primavera P6 to ensure timely project execution.
- Implement QA/QC protocols at every project phase, including internal peer reviews and third-party audits, to ensure design accuracy and regulatory compliance.
- Develop risk mitigation strategies to address potential delays, material shortages, and environmental constraints.

5. Stakeholder Coordination and Communication

- Engage with Lyon County, airport management, FAA representatives, and community stakeholders to ensure project objectives align with broader airport development goals.
- Conduct regular progress meetings with key stakeholders, provide status updates, addressing concerns, and maintaining transparent communication.
- Leverage Geographic Information System (GIS) and Building Information Modeling (BIM) for data visualization and streamlined project coordination.

6. Grant Procurement and Funding Support

- Identify, apply for, and manage FAA Airport Improvement Program (AIP) grants and other funding sources to support airport projects.
- Ensure grant applications are well-documented, compliant with FAA requirements, and aligned with the airport's master plan.
- Provide post-grant support, including budget tracking, financial reporting, and compliance audits to maintain funding eligibility.

7. Construction Management

ESE provides comprehensive construction management services for all projects, ensuring efficiency, quality, and compliance throughout the construction process. Our expertise includes:

- **Contract Administration:** Managing material submittal reviews, verifying certified payrolls, processing pay requests, preparing change orders, and compiling all necessary documentation for project closeout, including the final engineer's report and record drawings.
- **Construction Inspection:** Our experienced inspectors, well-versed in airport and infrastructure environments, conduct thorough on-site evaluations to ensure adherence to project specifications.
- **Quality Assurance & Materials Testing:** We perform material sampling and testing to maintain quality control standards, ensuring project integrity and regulatory compliance.
- **Daily Reporting & Documentation:** We provide detailed daily reports, tracking construction progress, identifying potential issues, and ensuring clear communication between all stakeholders.

By integrating technical excellence, regulatory compliance, and stakeholder engagement, our firm will ensure the successful planning, design, and execution of Silver Springs Airport's infrastructure projects, enhancing its operational efficiency and long-term growth.

References / Similar Projects

Minden-Tahoe Airport – Airport Road Reconstruction
Location: Minden, NV **Client:** Douglas County Public Works - Jon Erb, P.E. – Transportation Engineering Manager, 775.782.6233, jerb@douglasnv.us
Scope:

- Full reconstruction of **Airport Road** within the **Minden-Tahoe Airport**.
- Pavement reconstruction: **4 inches of plant mix bituminous pavement on 8 inches of roadbed modification**.
- Parking lot **seal coat application** and re-striping of all parking stalls.
- Installation of **new 25 MPH signage** for safety.
- **Brian's Role:** Coordinated junior engineers, designed roadway geometry, ADA ramp design, and utility adjustments.

Tonopah Airport – Multiple Taxiway & Runway Rehabilitation Projects
Location: Tonopah, NV **Client:** Nye County Public Works - Tom Bolling – Public Works Director 775.751.6262. tbolling@nyecountynv.gov
Scope:

- **Reconstruction of Taxiway A (8,200' x 35')** – Existing pavement pulverized and reused as aggregate base, with new **3-inch plant mix bituminous pavement** and new striping.

- **Taxiway B & Aircraft Apron Rehabilitation** – Crack sealing and GSB-88 surface treatment, along with new pavement markings.
- **Runway 15-33 Reconstruction (7,158' x 75')** – Full-depth pavement reconstruction with **new asphalt, relocated runway lights, and new striping**.
- **Diagonal Taxiway Reconstruction** – Taxiway resurfacing with new asphalt pavement, lighting, and striping.
- **Brian's Role:** Project Manager responsible for pavement design, FAA compliance, bidding, and construction administration.

Carson City Airport – Multiple Taxiway & Apron Rehabilitation Projects
Location: Carson City, NV **Client:** Carson City Airport Authority – Cory Jenkins -Airport Manager 775.841.2255 cjenkins@flycarsoncity.com
Scope:

- **Taxiway A-D, Taxilanes E & F, and Access Road Rehabilitation** – 9,800 LF of saw cut joint resealing, **111,000 SY of asphalt surface sealing**, and pavement marking improvements.
- **North Apron Reconstruction** – **37,870 SY** of pavement reconstructed with **1,150 LF of drainage improvements**.
- **Main Apron Reconstruction (Phases 1-3)** – 59,000+ SY of apron reconstruction across three phases, along with new drainage systems.
- **Runway 9 Connector & Taxiway D East/West Realignment** – New **50-foot-wide runway connector and parallel taxiway**, with phasing to minimize airport disruptions.
- **Runway 9/27 Realignment** – Full **6,100' x 75' runway reconstruction** with associated taxiways and drainage improvements.
- **Brian's Role:** Led FAA-compliant pavement design, construction administration, and stakeholder coordination.

Fallon Municipal Airport – Pavement Rehabilitation & Reconstruction Projects
Location: Fallon, NV **Client:** City of Fallon, Derek Zimney, P.E., City Engineer 775.423.5017 dzimney@fallonnevada.gov
Scope:

- **Rehabilitation of Runway 3/21, Taxiway A, and Aircraft Aprons** – Crack sealing, seal coating, and new runway markings.
- **Center Apron Reconstruction – 8,100 SY of pavement reconstruction**, including tie-downs and striping.
- **Runway 13-31 Intersection Paving (Phase 1) – 1,828 SY of new runway pavement** with proper drainage enhancements.
- **Brian's Role:** Led pavement design, civil engineering, bidding, and construction administration.

Jackpot Airport (Hayden Field) – Runway & Airfield System Upgrades
Location: Jackpot, NV **Client:** Elko County Public Works – Shawn Burt, Superintendent 775.755.2447 sburt@elkocountynv.net
Scope:

- **Runway 15-33 Rehabilitation** – Replacement of oversized saw cut control joints, new **3-inch asphalt pavement**, and GSB-88 surface treatment.
- **Installation of Precision Approach Path Indicator (PAPI) for Runway 33** – Upgraded outdated VASI system to meet FAA standards.
- **Installation of Automated Weather Observation System (AWOS)** – New system to enhance **airport safety and operations.**
- **Brian's Role:** Developed design, ensured FAA compliance, and managed construction administration.

Carson City Airport Master Plan Update
Location: Carson City, NV **Client:** Carson City Airport Authority – Cory Jenkins -Airport Manager
775.841.2255 cjenkins@flycarsoncity.com
Scope:

- **Strategic planning for future airport improvements** in collaboration with FAA, airport tenants, and city officials.
- Conducted **public engagement meetings** and cost-benefit analysis for infrastructure upgrades.
- Developed **exhibits, cost estimates, and planning documents**.
- **Brian's Role:** Project Manager coordinating with stakeholders to ensure compliance with FAA guidelines and funding requirements.

Summary of Expertise in Aviation Projects

Brian Fitzgerald has extensive experience in airport rehabilitation, runway/taxiway reconstruction, FAA compliance, pavement engineering, and construction administration. His projects have involved:

✓ Airfield pavement design & rehabilitation ✓ Runway and taxiway realignments & resurfacing ✓ Drainage & stormwater infrastructure improvements ✓ FAA-compliant striping, lighting, and safety upgrades ✓ Airport master planning & stakeholder coordination ✓ Airport construction experience

Sample Work Products

Attached is a sample of our work from a Runway soils investigation and a local roadway project.

Legal and Insurance Information

- Civil Solutions Associates DBA Eastern Sierra Engineering carries a full complement of insurance coverage. Our Declarations Page is attached for your review.
- Our Company does not have any past or pending litigation against the firm.
- There are no conflicts of interest associated with Lyon County projects at the Silver Springs Airport, nor are there any relationships with stakeholders that would affect impartiality. Should a conflict arise, we will notify you in writing and discuss the extent of the conflict and potential resolutions.

Exhibit A: Sample Work Products

obtained are essential for designing pavement thickness, selecting appropriate subgrade treatments, and ensuring adequate load support to minimize settlement and long-term pavement distress.

The FAA AC 150/5320-6G section 2.4 recommends improving the subgrade chemically, mechanically, or replacement with suitable subgrade material if the CBR value is lower than 5. The tested samples indicate an adequate subgrade strength without further improvement.

Table 4: Summary of California Bearing Ratio

I.D.	SAMPLE DEPTH (FT.)	CORRECTED CBR @ 0.200 IN.
B-3&B-4	0.5-5.0	52.3
B-7&B-8	0.5-5.0	31.2
B-11&B-12	0.5-5.0	16.1

3.7 Sulfate Testing

ASTM C1580 was conducted to determine the sulfate content in the soil at the project site to assess its potential impact on concrete structures. This test quantifies water-soluble sulfate concentrations in soil samples using a chemical extraction and analysis process. Sulfate levels help in evaluating the risk of sulfate attack on concrete, which can lead to expansion, cracking, and deterioration over time. Testes reporting less than 0.02% sulfates report as "Non-Detect". The tested samples indicate that on-site soils have negligible sulfate corrosion potential relative to concrete.

Table 5: Summary of Sulfate Content

I.D.	SAMPLE DEPTH (FT.)	SULFATES (%)
B-1&B-2	0.5-5.0	Non-Detect
B-5&B-6	0.5-5.0	Non-Detect
B-9&B-10	0.5-5.0	Non-Detect

4. Encountered Conditions

4.1 Surface Conditions

The asphalt pavement surface received preventative maintenance in approximately 2015 that included crack patching, crack sealing, and a slurry seal coat. This maintenance covered the surface from visible defects other than the now exaggerated thermal cracking from shrinkage. These cracks were common at approximately 30-foot intervals and along the paving joints. Additionally, the cracks were larger in size on the northern end of the runway where it was expanded. Some of the crack patches deteriorated at an accelerated rate exposing two larger cracks rather than one.

Existing asphaltic concrete was measured and observed at each exploration test pit location. Depths of existing asphalt ranged from approximately 2.0 inches to 5.0 inches. Asphalt thickness

was measured to the nearest hundredth of an inch. Table 2 below summarizes the encountered AC thicknesses at each exploration location.

Table 6: Summary of Encountered AC Thicknesses

I.D.	AC THICKNESS (IN.)	I.D.	AC THICKNESS (IN.)
B-1	5.02	B-7	2.81
B-2	2.99	B-8	4.85
B-3	3.29	B-9	2.78
B-4	2.61	B-10	2.71
B-5	3.35	B-11	2.14
B-6	4.18	B-12	2.07

4.2 Subsurface Conditions

Appendix A presents the encountered soil conditions in Figure G10 through Figure G17, Test Pit Logs. According to the Unified Soil Classification System (USCS), the project site generally consisted of silty sands (SM) with varying degrees of silt and gravel.

According to the Web Soil Survey of the Benton-Owens Valley Area Parts of Inyo and Mono Counties, California, the project area is in map unit 199, as reported by the USDA. This map unit Goodale-Cartago Complex, 2 to 5 percent slopes generally consist of very gravelly loamy sand from 0 in. to 16 in., extremely gravelly loamy sand from 16 in. to 22 in. and, very stoney loamy sand from 22 in. to 60 in.

Based on our field exploration, the USDA-mapped soil types generally match the encountered soil types. On-site soils consisted of and silty sands (SM) with varying degrees of silt, and gravel. The entirety of the samples collected exhibited low plasticity to non-plastic characteristics. We anticipate that the proposed improvements can be completed with conventional excavating and grading equipment.

4.3 Groundwater

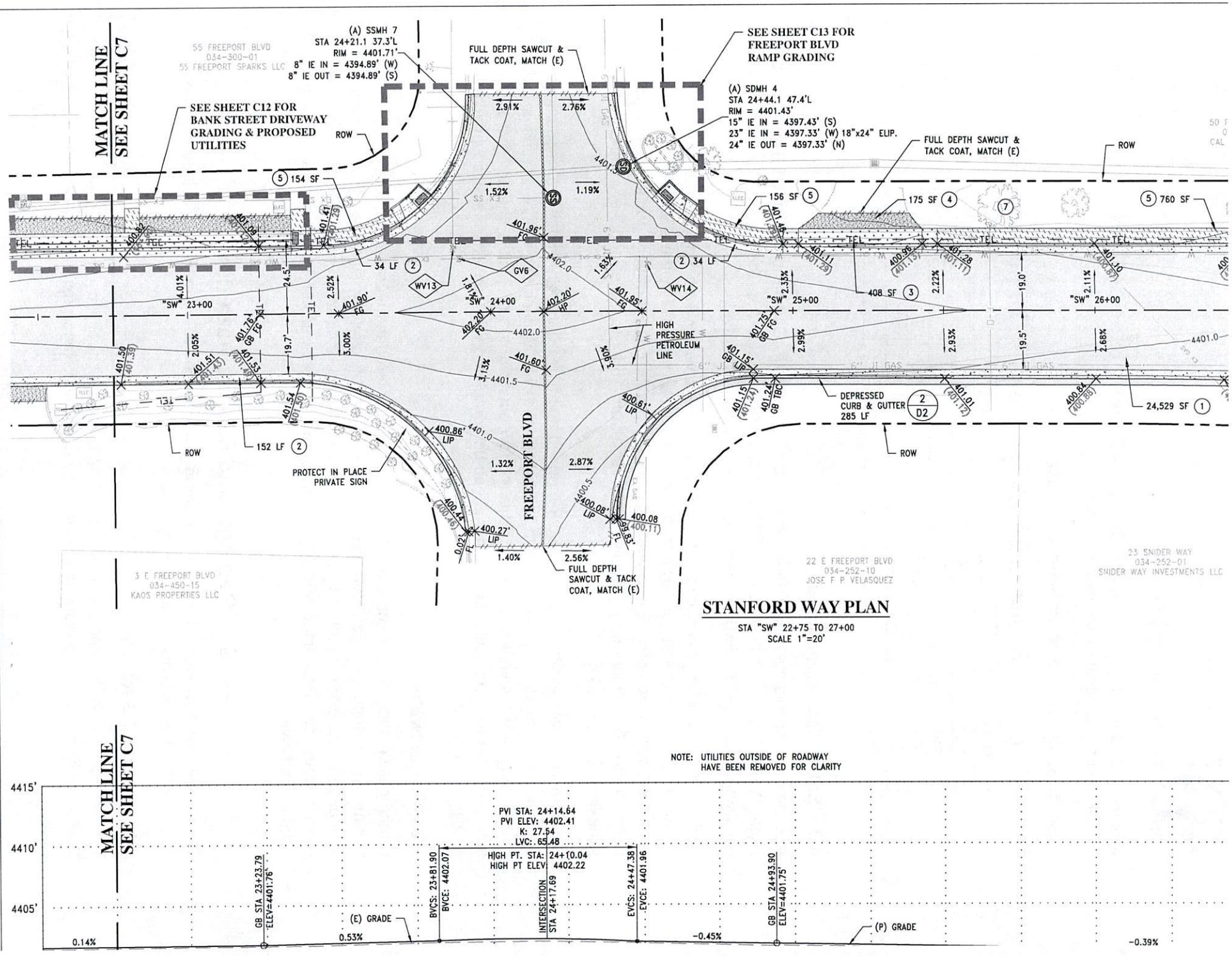
During our field exploration, no groundwater was encountered in any of the exploratory test pits to a maximum depth of 4 feet. However, groundwater depths can vary significantly over time due to seasonal precipitation and snow occurrence, which may significantly impact surface and near-surface seepage. Provisions should be made during construction to manage surface and subsurface flows.

5. Geologic and Seismic Hazards

To evaluate any geological and seismic hazards, our geotechnical investigation included a review of geological literature and fault mapping data.

5.1 Regional Geology

The project site is located within Owens Valley, a structurally controlled basin in eastern California. The regional geology is governed by Basin and Range extensional tectonics, where



STANFORD WAY PLAN

STA "SW" 22+75 TO 27+00
SCALE 1"=20'

9/26/2024 2:01 PM
ay ...\RECORD DRAWINGS\22128 PLAN AND PROFILE.dwg

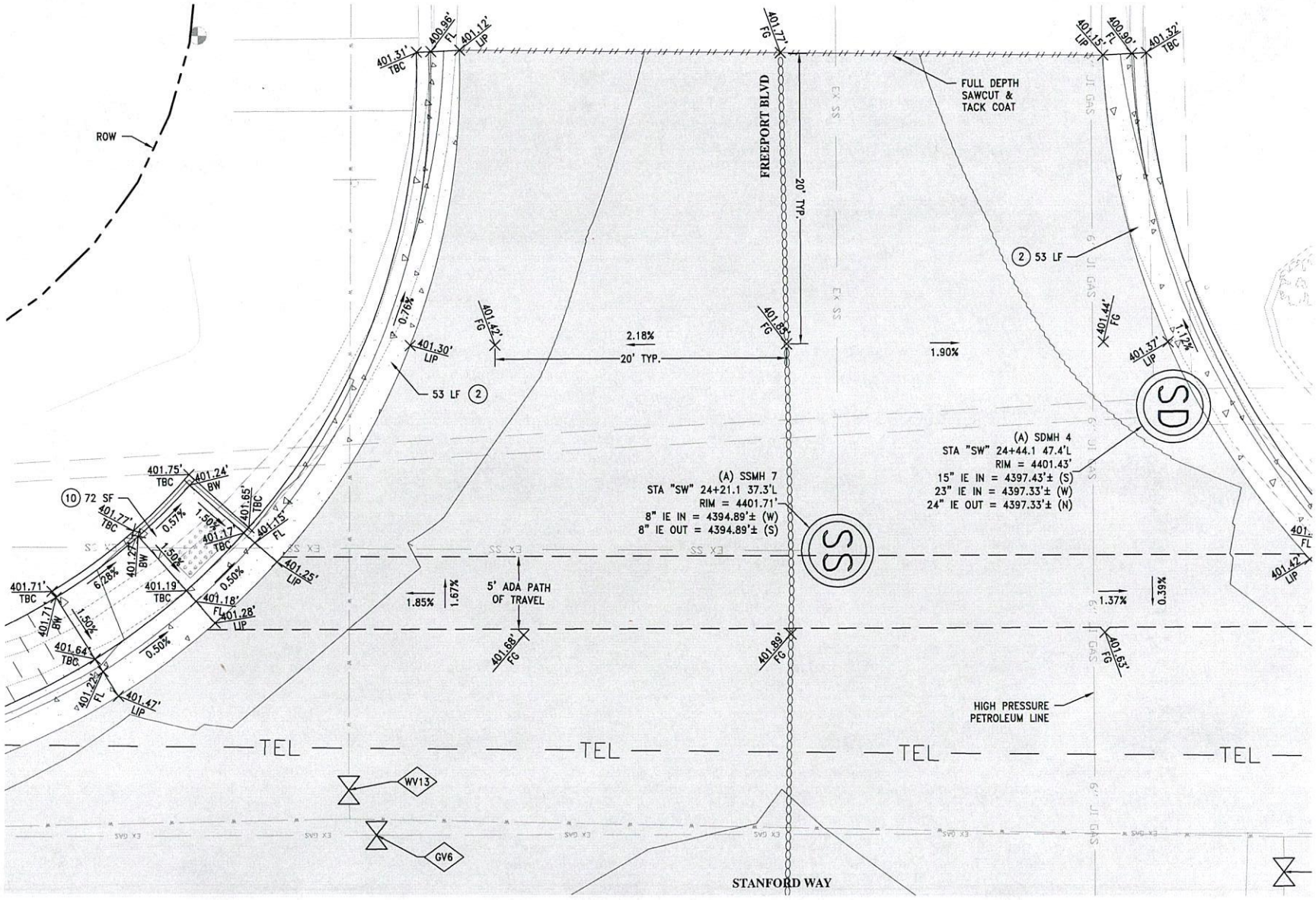

ROW
401.31' TBC
400.86' FL
401.12' LIP
401.77' FG
FREEPORT BLVD
20' TYP.
FULL DEPTH SAWCUT & TACK COAT
401.15' LIP
400.90' FL
401.32' TBC
2 53 LF
401.44' FG
401.37' LIP
0.72%
0.76%
401.30' LIP
53 LF 2
401.42' FG
401.89' FG
2.18%
20' TYP.
1.90%
SD
(A) SDMH 4
STA "SW" 24+44.1 47.4'L
RIM = 4401.43'
15" IE IN = 4397.43'± (S)
23" IE IN = 4397.33'± (W)
24" IE OUT = 4397.33'± (N)
10 72 SF
401.75' TBC
401.24' BW
401.77' TBC
401.27' BW
0.57%
1.50%
401.65' TBC
401.17' TBC
401.15' FL
401.25' LIP
(A) SSMH 7
STA "SW" 24+21.1 37.3'L
RIM = 4401.71'
8" IE IN = 4394.89'± (W)
8" IE OUT = 4394.89'± (S)
SS
401.71' TBC
401.71' BW
6.28%
1.50%
401.19 TBC
401.18' FL
401.28' LIP
0.50%
0.50%
1.85%
1.67%
5' ADA PATH OF TRAVEL
1.37%
0.39%
401.64' TBC
401.22' FL
401.47' LIP
401.68' FG
401.89' FG
401.63' FG
401.42' LIP
HIGH PRESSURE PETROLEUM LINE
TEL
TEL
TEL
TEL
WV13
GV6
STANFORD WAY
EX SS
EX GAS
6" JT GAS

Exhibit B: Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 706 Indian Hill Rd Terrace Park OH 45174	**CONTACT NAME:** Joanna Lawrence **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** jlawrence@berryinsgrp.com
INSURED Civil Solutions Associates, Inc. dba Eastern Sierra Engineering 4515 Towne Drive Reno NV 89521	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** American Casualty Company of Reading, Pennsylvania — 20427 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			B 7013627347	03/04/2024	03/04/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 7018289473	03/04/2024	03/04/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			B 7013627350	03/04/2024	03/04/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 7 18289540	03/04/2024	03/04/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			AEH591954219	12/10/2023	12/10/2024	Occurrence Aggregate	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Specimen

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. **MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such "bodily injury" or **"property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury"** or **"property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury,"** **"property damage"** or **"personal and advertising injury"** arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) **"Bodily injury"**, **"property damage"** or **"personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) **"Bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

   k. Damage To Property

   "**Property damage**" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
   2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
   3. Property loaned to you;
   4. Personal property in the care, custody or control of the insured;
   5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
   6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

   Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

   Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

   (1) rented to you:

   (2) temporarily occupied by you with the permission of the owner, or

   (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

   Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

   Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

   Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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Exhibit C: Resumes

RESUME

EASTERN SIERRA ENGINEERING
ENGINEERING THE EARTH®

Chris Schmitt, P.E.
Vice President of Engineering
Principal Engineer



EDUCATION
B.S. Civil Engineering
University of Nevada, Reno, 2009
Associate, Aerospace Maintenance
Career College of the Air Force, 2016

REGISTRATIONS/ CERTIFICATIONS
Registered Professional Engineer
Nevada #026464
FAA Part 107

YEARS OF EXPERIENCE
16 years

BEGAN WITH ESE
2025

PROFESSIONAL EXPERIENCE

Mr. Schmitt is a seasoned Civil Engineer with over 16 years of expertise in civil engineering design and an additional 2 years in underground construction and estimation. He has successfully partnered with local and global clients across private and municipal sectors, delivering complex projects that span industries including oil and gas, rail, and mining. Christopher's core competencies include civil site development, roadway design, streetscape enhancements, and stormwater and wastewater management. He has recently led the design and project management of several high-profile municipal projects, delivering infrastructure that prioritizes community impact and long-term value.

With a proven ability to manage multidisciplinary projects from concept through completion, Christopher brings a strategic approach to engineering solutions that balance technical excellence with practical application. In addition to his engineering career, Christopher is a 23-year veteran of the Nevada Air National Guard and the Air Force Reserves. He currently serves as a Civil Engineering Officer at the 940th Civil Engineering Squadron, Beale Air Force Base, CA, where he leads engineering initiatives critical to mission readiness and operational success.

PROJECT EXPERIENCE

Moana Springs Community Aquatic and Fitness Center

Client: City of Reno

Christopher served as the lead civil designer and project manager for the Moana Springs Community Aquatic and Fitness Center, a 54,000-square-foot facility featuring aquatic and fitness amenities, associated parking, utility and stormwater systems, multiple retaining walls, and a surrounding park.

During the initial design phase, Christopher developed multiple site layout options, assisting the client in selecting the optimal orientation. Key challenges included preserving mature trees, which limited buildable space, and maintaining the operation of an existing irrigation canal/culvert during construction. The 60-inch culvert, originally constructed with unsuitable materials and at improper depths, required complete reconstruction.

The stormwater management system was designed to meet Low Impact Development (LID) standards, ensuring sustainable site drainage. Beyond civil design, Christopher coordinated closely with architects, performed pre-design

investigations with the construction manager at risk (CMAR), assessed and implemented CMAR value engineering proposals, managed complex permitting processes, and oversaw construction inspections.

Christopher's comprehensive project management ensured the successful delivery of a community-focused facility, balancing sustainable design practices with operational and environmental considerations.

Nevada CARES Campus – Phases II-IV

Client: Washoe County

Christopher served as the lead civil designer and project manager for phases II-IV of the Nevada CARES Campus, a comprehensive multi-building facility supporting individuals experiencing homelessness. The initial phase, developed by the City of Reno with federal funding, included a 700-bed sprung structure and temporary restroom facilities.

In subsequent phases, Christopher oversaw the design and development of permanent restroom and laundry facilities, a 40,000-square-foot intake building, apartment-style living spaces, associated parking, utility systems, stormwater management, and a park and court area.

Project management required precise sequencing to maintain full operational capacity throughout construction. Key challenges included redesigning inadequate stormwater infrastructure, navigating limited site space, and proactively planning for future infrastructure needs prior to finalized designs. The client also required a site design that exceeded ADA compliance standards.

Beyond civil design, Christopher led architectural coordination, conducted pre-design site assessments, and managed complex permitting processes with the City of Reno and NDOT. His leadership ensured seamless project delivery, balancing operational continuity with the evolving infrastructure needs of this critical community resource.

Washoe County Safe Camp

Client: Washoe County

Christopher managed the civil design and site development for the Washoe County Safe Camp, an essential extension of the Nevada CARES Campus. Originally intended as a temporary camping site, the project evolved to include 50 semi-permanent living shelters and a combined restroom and meeting facility, providing secure, transitional housing for individuals experiencing homelessness.

Constructed on the site of the former Governor's Bowl baseball field, the project required significant site alterations, including extensive fill placement and the design of ADA-compliant ramps to ensure accessible connectivity to the CARES Campus. Christopher led all aspects of civil and utility design, secured necessary permits, and oversaw construction inspection to ensure the project met regulatory standards and community needs.

His project management expertise ensured the successful transformation of a challenging site into a functional, accessible living space, supporting Washoe County's broader efforts to address homelessness through safe, dignified housing solutions.

South Valleys Regional Park Expansion

Client: Washoe County

Christopher managed the civil design and project coordination for the 35-acre expansion of South Valleys Regional Park in south Reno. His role encompassed overseeing grading, utility design, and site layout for new recreational facilities, including a second Little League complex, three multipurpose fields, a dog park, and associated parking and infrastructure.

Faced with political considerations and phased funding, Christopher developed and implemented a strategic construction phasing plan. He worked closely with a landscape architect and county stakeholders to prioritize site elements, aligning construction schedules with budget availability. His approach ensured seamless project delivery, maintaining progress despite funding uncertainties and accommodating competing interests.

Christopher's leadership in managing phased plans, stakeholder coordination, and budget-driven scheduling was critical in advancing this high-profile community project, ensuring it met both financial and recreational goals for Washoe County.

North Little Rock Yard Industrial Wastewater Treatment

Client: Union Pacific Railroad (UPRR)

Christopher led the civil design for the industrial wastewater treatment plant at UPRR's North Little Rock Yard, a key facility in UPRR's network. His responsibilities included site grading, utility design, and the design of a treatment pond with headworks. To address the challenges of a high water table, a specialized liner was incorporated to ensure long-term system integrity and groundwater protection.

This project supports UPRR's commitment to environmental stewardship, contributing to the company's system-wide operations that treat approximately 380 million gallons of wastewater annually to meet federal and state standards. Christopher's work played a vital role in advancing UPRR's sustainability objectives while ensuring operational efficiency at a critical rail yard.

Roseville Yard Industrial Wastewater Treatment

Client: Union Pacific Railroad (UPRR)

Christopher led major upgrades to the industrial wastewater system at UPRR's JR Davis Yard in Roseville, California—the largest freight rail yard west of the Rockies. The project, one of the most extensive wastewater system renewals in U.S. freight rail history, focused on improving environmental compliance and infrastructure resilience.

His work included pre-design data collection, utility mapping, stormwater modeling, site grading, civil and utility design, and construction inspection. The system utilized HDPE piping for its chemical resistance and durability, essential for managing industrial effluent.

Christopher also navigated unforeseen buried infrastructure during construction, redesigning key components in real-time to maintain project schedules and quality standards.

RESUME

EASTERN SIERRA ENGINEERING
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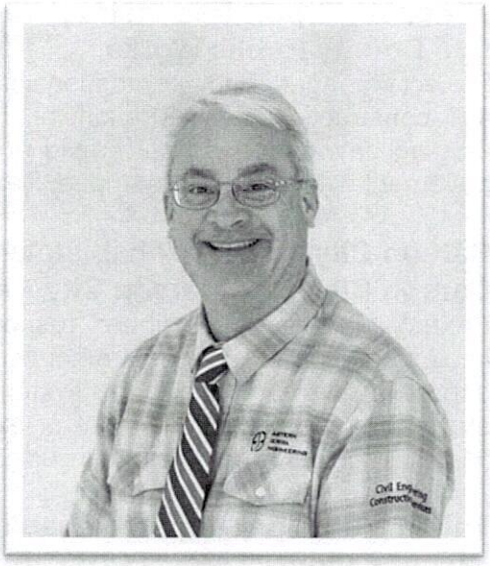
Brian Fitzgerald, P.E.
Senior Engineer



EDUCATION
B.S. Civil Engineering
University of Nevada, Reno, 2006
Bachelor of Architecture
Kansas State University, 1992

REGISTRATIONS/ CERTIFICATIONS
Registered Professional Engineer
Nevada No. 21114
California No. C76226
Arizona No. 53721

YEARS OF EXPERIENCE
18 years

YEARS WITH ESE
3 years

AFFILIATIONS
American Society of Civil Engineers
Nevada Airports Assoc.
Airport Corporate Council

Mr. Fitzgerald is a Senior Engineer with 18 years of experience providing roadway and aviation related project management and engineering services, including pavement design, roadway / airport rehabilitation and reconstruction, site and utility design (sewer, water & storm drain), special assessment work, bidding services, construction management / inspection, cost estimates, grant application assistance, construction summary reports, and mentorship to young engineers. He has extensive knowledge and use of design guides including FAA, AASHTO, PROWAG, and ADA for horizontal and vertical curves, sight distances, lane and shoulder limitations and pedestrian ramp requirements. Additional project experience includes quality assurance reviews, sequencing planning, and general client services. His has worked on projects in the Eastern Sierra's and throughout rural Nevada and understands the harsh winter environment and the demands of maintenance, and snow removal on the materials used as well as the material properties needed to battle the elements.

Relevant Project Experience

Airport Road Reconstruction, Minden, NV
Douglas County Public Works

ESE provided geotechnical investigation, pavement design, civil design, construction management, full-time inspection and material testing services for the rehabilitation and reconstruction of Airport Road within the Minden Tahoe Airport, Minden, Nevada. The scope of work included pavement designs for complete reconstruction of the roadway with 4 inches of plant mix bituminous pavement on 8 inches of roadbed modification. As part of the project, portions of asphalt curb and PCC valley gutter were replaced. Portions of the Parking Lot received a seal coat to rejuvenate the existing pavement. All parking stalls received new striping, and the roadway was posted with new 25 MPH signs. Brian was responsible for coordinating the junior engineers with project specific tasks, designing roadway geometry including the ADA ramps, utility adjustments, and plan production.

Tonopah Airport Reconstruct Taxiway A, Tonopah, NV
Nye County Public Works
Project Manager / Engineer responsible for this project that involves pavement design, civil design, bidding, and construction administration for the reconstruction of Taxiway A and connectors (8,200'x35'). The existing pavement was pulverized and reused as aggregate base. A new 3-inch plant mix bituminous pavement was placed and striped. Taxiway edge lights were adjusted or relocated to the new geometry.

Carson City Airport Rehabilitate Taxiways A-D, Taxilanes E, F, & Access Road, Carson City, NV - Carson City Airport Authority
Project Manager / Engineer responsible for developing the pavement design, civil design and implementation of FAA requirements, bidding, and construction administration for the rehabilitation of the airport taxiway and Taxilanes system. Elements of this project include the cleaning and resealing of approximately 9,800 linear feet of existing saw cut control joints, 19,000 linear feet of crack sealing, 111,000 square yards of asphalt surface seal, and approximately 31,000 linear feet of pavement markings.

Fallon Municipal Airport Rehabilitate Airport Pavements, Fallon, NV
City of Fallon
Project Manager / Engineer responsible for this project that involves pavement design, civil design, bidding, and construction administration for the rehabilitation of the Airport pavements. The work includes the crack seal, seal coat and stripe the airport pavements including Runway 3/21 (75' x 6,243'), Taxiway A (35' x 5,703'), and aircraft aprons (210' x 1,055' and 150' x 300').

Jackpot Airport / Hayden Field Rehabilitate Runway 15-33, Jackpot, NV
Elko County Public Works
Project Manager/ Engineer responsible for developing the pavement design, civil design and implementation of FAA requirements, bidding, and construction administration for the rehabilitation of Runway 15-33. The existing saw cut control joints in the runway were exceedingly large and were removed to a width of 4 feet. The aggregate base was compacted, and a new 3-inch plant mix bituminous pavement was placed and rolled. The new patch provided for a smoother transition between pavement panels. Once completed, GSB-88 was placed on the surface with new runway markings.

Tonopah Airport Rehabilitate Taxiway B and Aircraft Apron, Tonopah, NV
Nye County Public Works
Project Manager / Engineer responsible for this project that involves design, bidding, and construction administration for the rehabilitation of Taxiway B. The existing saw cut control joints were filled with crack seal, GSB-88 sealant was placed on the surface, and these surfaces received new striping.

Tonopah Airport Reconstruct Runway 15-33, Tonopah, NV
Nye County Public Works
Project Manager / Engineer responsible for this project that involves pavement design, civil design, bidding, and construction administration for the reconstruction of Runway 15-33 (7,158'x75'). The existing pavement was pulverized and reused as aggregate base. A new 3-inch plant mix bituminous pavement was placed and striped. The runway and taxiway edge lights were adjusted or relocated as necessary.

Tonopah Airport Diagonal Taxiway Reconstruction, Tonopah, NV
Nye County Public Works
Engineer responsible for this project involving design, bidding, and construction administration for the reconstruction of the diagonal taxiway between Runways 33 and 29. Elements of this project include replacing asphalt pavement, new taxiway lighting, and taxiway striping. Elements include coordinating with electrical engineers and Nye County.

Carson City Airport Master Plan Update, Carson City, NV
Carson City Airport Authority
Project Manager / Engineer responsible for coordinating between the FAA, the airport, tenants, City Offices, and company planners the group was developing the master plan document. Elements of this project included conference calls, planning meetings with stakeholders, development iterations, public engagement meetings, cost estimating, and exhibit development.

Carson City Airport North Apron, Carson City, NV
Carson City Airport Authority
Project Engineer responsible for developing the pavement design, civil design and implementation of FAA requirements, bidding, and construction administration for a portion of the north aircraft apron. Elements of this project include the reconstruction of approximately 37,870 square yards of existing pavement and constructing 1,150 linear feet of various drainage improvements. Additional elements of the project include tenant meetings to update schedules, coordinate closures, and working closely with the Carson City Airport Authority to minimize design and construction costs.

Carson City Airport Main Apron Phase 1, Phase 2, Phase 3, Carson City, NV
Carson City Airport Authority
Project Engineer responsible for developing the pavement design, civil design and implementation of FAA requirements, bidding, and construction administration for a portion of the main aircraft apron. Elements of this project include the reconstruction of approximately 26,831, 15,100, & 17,100 square yards respectively of existing pavement and constructing 1,089, 1,336, & 715 linear feet of various drainage improvements. Additional elements of the project include tenant meetings to update schedules, coordinate closures, and working closely with the Carson City Airport Authority to minimize design and construction costs.

Carson City Airport Runway 9 Connector, Taxiway D East and West, Carson City, NV
Carson City Airport Authority
Project Engineer responsible for developing the pavement design, civil design and implementation of FAA requirements, bidding, and construction administration for a runway connector and parallel taxiway. Elements of this project include designing the 50-foot-wide Runway 9 Connector, the 50-foot-wide Taxiway "D" and associated taxiway connectors, and new drainage channels to supplement existing facilities. Additional elements of the project include phasing the project over multiple years to reduce the need to close portions of the airport for construction and working closely with the Carson City Airport Authority to minimize design and construction costs.

Carson City Airport Runway 9/27 Realignment, Carson City, NV
Carson City Airport Authority

Project Engineer responsible for developing the pavement design, civil design and implementation of FAA requirements, bidding, and construction administration for the realignment of the airport runway and associated taxiways. Elements of this project include designing the 6,100 foot by 75-foot Runway 9/27, 50-foot-wide Taxiways "A" and "D", 50-foot-wide taxiway connectors, matching existing geometry of the North and Main Aprons with various Taxilanes, and new drainage channels to supplement existing facilities. Additional elements of the project include phasing the project over multiple years to reduce the need to close portions of the airport for construction, hosting pilot and community progress meetings, and working closely with the Carson City Airport Authority to minimize design and construction costs.

Fallon Municipal Airport Reconstruct Center Apron, Fallon, NV
City of Fallon

Project Manager/ Engineer responsible for this project that involves pavement design, civil design, bidding, and construction administration for the reconstruction of the center apron and associated Taxilanes. The proposed work includes the reconstruction of approximately 8,100 square yards of pavement by pulverizing the existing asphalt and reusing it as aggregate base, placing 4-inch plant mix bituminous pavement, tie-downs, and new striping. The existing retention basin adjacent to the apron was excavated an additional 2-feet and the retention basin to the north of the hangar facility was expanded and excavated an additional 2-feet.



Fallon Municipal Airport Rehabilitate Runway 13-31 Phase 1: Intersection Paving, Fallon, NV - City of Fallon

Engineer responsible for assisting with this project that involves pavement design, civil design, bidding, and construction administration for the paving of the runway intersections. The proposed work includes the construction of approximately 1,828 square yards of pavement for Runway 13-31 at the intersection with Runway 3-21 and Taxiway A (250'x60'). The runway will be reconstructed with 4-inches of aggregate base, 3-inches of asphalt concrete, sawcut control joints, striping, and earthwork to promote positive drainage.

Fallon Municipal Airport Runway and Taxiway A Reconstruction, Fallon, NV
City of Fallon

Engineer responsible for this project involving pavement design, civil design, bidding, and construction administration for the reconstruction of Runway 3/21, associated taxiway connectors, Taxiway "A", and apron connectors. Elements include replacing all asphalt pavements, ensuring proper drainage, and striping of all surfaces. Additional elements include coordinating with an electrical engineer for relocating any runway or taxiway lights.

Jackpot Airport / Hayden Field Runway 33 PAPI, Jackpot, NV
Elko County Public Works
Engineer responsible for developing the design and implementation of FAA requirements, bidding, and construction administration for the installation of the Runway 33 Precision Approach Path Indicator. The existing VASI was outdated and was not operating properly and was replaced with a new PAPI unit utilizing the existing power supply.

Jackpot Airport / Hayden Field AWOS A-V, Jackpot, NV
Elko County Public Works
Engineer responsible for developing the design and implementation of FAA requirements, bidding, and construction administration for the installation of a new Automated Weather Observation System. The addition of the weather system increased safety at the airport.

Lemmon Drive Intersection at Sky Vista Parkway and Buck Drive Intersection Realignment, Regional Transportation Commission of Washoe County, Reno, NV
Engineer responsible for providing design on this project that involved design, bidding, and construction management services for the reconstruction, widening, and realignment of the intersection of Lemmon Drive at Buck Drive and Sky Vista Boulevard. Elements of the project included widening Lemmon Drive to a six-lane road with double left-turn lanes, Buck Drive to a four-lane road with a left-turn lane, and Sky Vista Boulevard to a four-lane road with two right-turn lanes. Also included were 5-foot bike lanes, medians, curb, gutter, and sidewalk, modifications and relocation of the existing traffic signals, storm drain improvements, and the installation of a major water line. Construction of the intersection included 93,630 square feet of Portland cement concrete paving and improvements outside the intersection included 141,940 square feet of asphalt concrete pavement.



RESUME

EASTERN SIERRA ENGINEERING
ENGINEERING THE EARTH®

Jennifer Roman, P.E.
Senior Engineer



EDUCATION
B.S. Civil Engineering/
California Polytechnic State University,
San Luis Obispo, 1991

REGISTRATIONS/ CERTIFICATIONS
Registered Professional Engineer
Nevada No. 13582
California No. C54137
Qualified SWPPP Practitioner/
Developer #00710

YEARS OF EXPERIENCE
30+ years

YEARS WITH ESE
14 years

PROFESSIONAL EXPERIENCE

Ms. Roman has worked in the Eastern Sierra region for more than 30 years and has extensive experience including roadway design, roadway reconstruction and resurfacing, roadway improvements, drainage improvements, erosion control, facilities, stream environment zone restoration, stormwater treatment facilities, site & utility design, campground design, pedestrian & bikeway improvements and water & sewer system improvements. She has managed many projects from preliminary analysis through construction, including existing condition analysis, and formulation and evaluation of alternatives, utility coordination, life cycle cost analysis, PS&E design documents, permitting, bidding and construction. Public agencies, regulatory agencies and funding agencies that she has worked with include TRPA, USFS, Placer County, Caltrans, Lahontan, CTC, Bureau of Reclamation, Army Corps of Engineers, and various general improvement and utility districts, and towns, cities, and counties.

PROJECT EXPERIENCE

Tahoe Douglas District Engineer, Zephyr Cove, NV

Jennifer serves as the on-call engineer for the Tahoe Douglas District. The District manages and maintains the collection and conveyance systems on the east shore of Lake Tahoe between Round Hill and Glenbrook, Nevada. The District has 15 pump stations and extensive collection and force main piping along the lake and other environmentally sensitive and historic areas. Services are provided on an on-call basis and include review of development plans that tie into the system and improvement plans for public and private facilities constructed over or near the district's facilities, and field observation during the construction of those improvements. Services also include the design of improvements to district facilities, including the replacement of a deteriorated sewer line to alleviate infiltration and inflow problems. Services also include obtaining permits from the Tahoe Regional Planning Agency and Douglas County as required for District projects. Jennifer has also reviewed and recommended updates to the District's ordinances

Bijou Park Connector Trail, South Lake Tahoe, CA

Jennifer is the project manager for a 0.7-mile Class 1 multi-use path for the City of South Lake Tahoe. The path would connect two recently completed facilities, a segment of the South Tahoe Greenway and the city's Al Tahoe Mobility Project. Two main alternatives were presented to the public, one routed through Bijou Park, providing enhanced access to various park amenities and the second providing more direct access adjacent to Al Tahoe Boulevard between the recently completed projects. In addition to the trail itself, the project will include an activated beacon

308 Dorla Court Ste 205, PO Box 1819, Zephyr Cove, NV 89448 (775) 588-7178 jroman@esengr.com

crossing across Al Tahoe Boulevard at the Bijou Park entrance, permanent best management practices for treatment of stormwater, and design of any park facilities that need to be relocated to accommodate the path improvements. Jennifer is overseeing the efforts of a large consultant team that is providing public outreach and presentations to the City Parks and Recreation Commission, Planning Commission and City Council; topographic surveying; environmental documentation (CEQA and NEPA); geotechnical engineering; traffic engineering; design plans, specifications, and cost estimates; and permitting through the Tahoe Regional Planning Agency, California Regional Water Quality Control Board-Lahontan Region, and City of South Lake Tahoe. The project is funded by the City of South Lake Tahoe and a CDBG grant.

Caltrans District 9 On-Call Engineering Services, Bishop, CA

ESE provides on-call preliminary and engineering design services to District 9 of the Caltrans Department of Transportation (Caltrans). ESE is the main subconsultant for the development of the Project Report for the PA/ED phase for the following projects:

Bishop Pavement Rehabilitation: This project involves pavement rehabilitation, construction of a multiuse path, sidewalk reconstruction, traffic signal improvements, and drainage improvements on Highways 168 and 395 in and near the City of Bishop. These highways are the two primary transportation corridors in the Bishop area with 395 also being Main Street for the City of Bishop, which is the commercial center of the Eastern Sierra Region of California. In addition to pavement rehabilitation, the project includes construction of a 0.9-mile multiuse path, drainage improvements including water quality features, traffic signal improvements for Americans with Disabilities Act (ADA), and ramp and sidewalk reconstruction involving intersection bulbouts in a challenging downtown setting.

Manzanar Rehabilitation: This project rehabilitates eleven miles of four lane highway pavement on Highway 395 and reconstructs curb ramps in and near the community of Independence and the Manzanar National Historic Site. Highway 395 serves as the Main Street of the community of Independence, the county seat of Inyo County. Inyo County is the second largest county in the state. In addition to pavement rehabilitation, the project also includes reconstruction of metal beam guardrail and reconstruction of about 40 curb ramps to improve compliance with the Americans with Disabilities Act (ADA) and to improve intersection geometry. The project effort also includes the recommissioning of a material and plant site for this and other future projects.

Keene Pavement Rehabilitation: This project rehabilitates 11.4 miles of four-lane highway pavement on Highway 58 from Bealville Road to Tehachapi Creek Bridge. SR 58 serves as a major trucking route across the Sierra. The project involves placement of continuously-reinforced concrete pavement (CRCP) overlay or partial depth replacement or CRCP inlay where vertical clearance was an issue; realignment of a horizontal curve from a radius of 1200' to 1800' to meet a 70 mph design speed; replacement of existing and addition of light standards and traffic count stations; replacement of median barrier, guardrail and bridge rail; replacement or upgrade of existing storm drainage systems and culverts; and replacing existing signs and pavement delineations.

Ridgecrest-Inyokern Pavement: This project involves rehabilitation of 16 miles of two- to four- lane highway pavement on Highway 178 from Highway 14 to the Kern/San Bernadino County line as well as the reconstruction of curb ramps in the communities of Ridgecrest and Inyokern. Highway 178 serves as the Main Street of the communities of Ridgecrest and Inyokern. The pavement rehabilitation involves cold in-place recycle and mill and fill approaches. The project also includes evaluation of replacing an existing signalized intersection with a roundabout, reconstruction of metal beam guardrail, reconstruction of about 80 curb ramps and driveways to improve compliance with the ADA, reconstruction of existing storm drain systems to better capture storm water at locations where flooding is a frequent issue, installation of new pedestrian crossings with rectangular rapid flashing beacons, lighting and intersection signal replacement, and replacing existing signs and pavement delineations.

The Project Report documents the preliminary design process and supports the project's environmental documentation, the approval of which completes the PA/ED phase in the Caltrans process. As part of the Project Report, ESE's efforts have included the following:

- Preparation of the preliminary design plans for the various alternatives developed for each project, including design of intersections, accessible ramps and routes, multi-use paths, and drainage facilities.
- Preparation of detailed cost estimates for each alternative.
- Maintaining the Risk Register to reflect the PA/ED process.
- Preparing Right-of-Way, Survey, Environmental Study and Advanced Planning Study Requests, and the Traffic Management Plan.
- Preparing the Life Cycle Cost Analysis.
- Obtaining information from utility providers with facilities in the project area and determining potholing requirements in areas of potential conflicts; and,
- Preparing the Design Standard Decision Document for either District and Headquarters approval as applicable.

ESE is also providing design and drainage documentation for the PS&E phase of the Manzanar Pavement Rehabilitation Project. This includes the preparation of the Drainage Memo for the project, as well as the Storm Water Data Report.

Jennifer is ESE's main point of contact with the District and the project manager for the preparation of the SWMP. She is formulating the proposed improvements to be included in the SWMP and is overseeing the subsequent project designs.

Tramway Drive Improvements, Stateline, NV

ESE is providing engineering services for the replacement of 150 linear feet of existing timber retaining wall on Tramway Drive between Jack Drive and Bonnie Court. The walls were constructed with the original development of Tramway Drive, possibly in the early 1980s, and have been heavily damaged by errant
vehicles and snow removal. In addition, the District wanted to maximize areas that could be used for snow storage, minimize future wall damage, utilize rock stockpiled nearby from another project, and reduce rockfall and erosion. ESE is providing preliminary evaluation and recommendations for the following items:

- Geotechnical parameters for wall design, using either gravity block or rockery wall configurations
- Reuse of rock stockpiled on Jack Drive parcel
- Wall/bench and rock slope protection limits
- Slope scaling/boulder removal and wall backslope stabilization
- Mitigation measures to protect adjacent improvements during construction
- Locations for additional snow storage/push off areas
- Preparation of plans, specifications, and cost estimates
- Bid and construction phase assistance.

ESE's subconsultants provide topographic survey and recommendations for revegetation and slope stabilization. Jennifer is ESE's main point of contact with the District and the project manager. She is preparing the retaining wall options and will perform the structural analysis and design of the wall as well as the technical specifications for construction.

Lake Village Drive Reconstruction, Stateline, NV

Serving as Senior Engineer, Jennifer coordinated and designed the project that included the reconstruction of an existing roadway. The design effort involved coordinating the topographic survey of the existing roadway corridor, obtaining mapping and addressing concerns from utility purveyors with facilities within the project area, and modifying the crown and cross slopes to address flat or overly-steep areas in the pavement. The permanent sediment controls required by the Tahoe Regional Planning Agency for the project area had already been addressed in prior projects, but the project was still subject to temporary controls during construction. The design effort included preparation of plans, contract documents, technical specifications and cost estimates for Douglas County, and materials testing and administration assistance during construction. Construction took place during the 2020 building season at a cost of $416,000.

Waterloo Lane Reconstruction, Gardnerville, NV

Serving as Senior Engineer, Jennifer coordinated and designed the project that included civil roadway design, utility coordination, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. Pavement reconstruction used in-place pulverization and cement treated base followed by new hot mix asphalt pavement. The project included revising the existing crown and striping to accommodate bike lanes by narrowing and realigning the through traffic lanes. Work also involved re-grading shoulders, replacing existing concrete curb and gutter to alleviate problems with ponding, retrofitting existing inlets to improve pavement drainage and replacing ADA ramps. The construction cost for this work was $1.7 million.

East Meadows Homeowners Association Drainage & Roadway Improvement Recommendations, Kirkwood, CA

Jennifer is the senior engineer responsible for evaluating and providing recommendations for maintenance and improvements for the roadways and drainage systems within the subdivisions within the East Meadows Homeowners Association. ESE developed a base map from available subdivision maps and improvement plans from the construction of the subdivisions during the 1990s and 2000s, and available aerial imagery, and reviewed any available geotechnical and drainage reports. Jennifer conducted a field review that verified the locations of the drainage and roadway improvements between what was depicted on the approved improvement plans and what was constructed in the field; to perform an inspection of facilities visible from the surface, such as inlet structures, pipe inlets and outlets, roadside ditches, channels, and pavement, and evaluate their current condition; and to identify problem areas and potential causes for the problems. Jennifer then recommended solutions for each of the drainage problem areas identified during the field review. The recommendations included immediate maintenance techniques to bring the drainage systems to a functional condition, and regular maintenance methods, and improvements to preserve functionality. Jennifer also developed costs for the maintenance regimens and the recommended improvements. Drainage system mapping, problem area identification, and recommended maintenance and improvement costs were compiled in a report for the HOA to use for future maintenance and improvement actions and for budgeting purposes.

Rocky Point Erosion Control Project, South Lake Tahoe, CA

Serving as Project Engineer, Jennifer directed the Rocky Point Erosion Control Project, which was a major urban area erosion control effort that employed state-of-the art provisions to prevent the degradation of stormwater quality. The project was located in the eastern end of the City of South Lake Tahoe in the Stateline area. Phases 3, 4 and 4B were bounded by Rocky Point to the east, Moss Road and U.S. Highway 50 to the north, Aspenwald Road to the west and Larch Avenue on the south. Most of the project area was developed as a residential neighborhood with some commercial development along Pioneer Trail and U.S. Highway 50. Through acquisitions by the U.S. Forest Service

and the California Tahoe Conservancy, some sensitive areas of the watershed were preserved. The project area was over 60 acres in size and was located in a heavily developed area of commercial and residential uses. The existing roadway drainage collection system was very poorly developed. Stormwater runoff flowed through the project area in ditches created by erosion of the shoulders. In a few areas there were primitive AC swales developed in the shoulder areas, which collected substantial amounts of sediment. Most of the runoff generated in the project flowed through the Tahoe Meadows area in an undeveloped drainage system, and then out to Lake Tahoe. The remainder of the runoff drained to the stormwater wetlands ponds at Wildwood Avenue and Highway 50. Services included design, coordination with utilities, and assistance during the bid and construction phases of the project, which was constructed in a total of three phases. Construction costs for the project were approximately $4 million.

Pope Beach Road, Parking and Restroom Rehabilitation, South Lake Tahoe, CA

Pope Beach is a U.S. Forest Service Day Use Area located on the shore of Lake Tahoe. The Pope Beach Improvement Project was completed in late 2003 for $800,000 and included rehabilitation of roads and parking areas. An emphasis was placed on water quality improvements, including the regrading of hard-surfaced area and the collection and conveyance of stormwater runoff to Pope Marsh for final polishing prior to discharge to Lake Tahoe. A corrugated metal pipe culvert under the roadway was replaced with an open-bottom reinforced concrete culvert arch to improve functionality of Pope Marsh and provide aquatic organism passage. Phase 2 of the project involved reconstruction of remaining roadway and parking lot areas, including drainage improvements for water quality Best Management Practices. The project also provides fencing to reduce pedestrian impact by directing people to new access boardwalks to be constructed as part of this phase. Finally, this phase also involved reconstruction of the entry kiosk. The final phase involved demolition of the existing restroom building and re-construction of new accessible restroom buildings.

Project Construction Cost: Phase 1 = $800,000
Phase 2 = $1,000,000
Phase 3 = $950,000

Jennifer managed the design team, prepared the design, specifications and costs and was the primary point of contact between the design team and the Forest Service.

Town Engineer, Gardnerville, NV

For 10 years, Jennifer served as the Town Engineer for Gardnerville, Nevada, where her duties included development plan review, street and drainage design, design of park improvements and development of the Town's Capital Improvement Program. Her primary emphasis in the Town's CIP was in developing the Town's schedule of storm drain and roadway improvement and pavement maintenance projects. The CIP project schedule was based on maximizing available funding, the pavement condition results of the Town's MicroPaver model balanced with the roadway's functional classification, anticipated Town storm drain or non-Town utility projects, and expected development patterns. Jennifer provided project management, conducting or overseeing permitting, design, hydraulic modeling, grant assistance, and bid and construction phase administration and inspection services for the Town's annual pavement improvement and pavement maintenance projects, as well as sidewalk, storm drain, park and lighting improvement projects. The construction cost of projects she administered during her Town Engineer tenure totals approximately $4 million.

She prepared and presented monthly staff reports at Town Board meetings, discussing engineering-related activities for both Town and development projects, and presented development projects to the Town Board with recommendations for conditional approval or rejection depending on each project's compliance with Town

standards. She represented the Town at federal, state, Douglas County, and other reviewing, permitting, utility, and funding agency meetings and forums where engineering expertise was required and to evaluate impacts to Town facilities from developer or other non-Town projects.

She developed the Town's Stormwater Plan, which included evaluation of existing systems within the town with respect to condition, and stormwater and irrigation flows; recommendations, costs and prioritization for improvements; and determination of water quality impacts based on land uses. The Stormwater Plan was the basis for development of a regional plan and formation of a stormwater utility. She provided design and contract and construction administration services for the Town in grant-funded projects, including the Main Street Lighting Project, which was funded through the Nevada Department of Transportation Landscape and Aesthetics Program, and Water Quality projects on the Martin Slough funded by Nevada Division of Environmental Protection EPA 319 and State Question 1 monies. The Martin Slough project included the construction of a pedestrian path along the slough and construction of gabion structures within the slough for redirection of storm and irrigation flow and energy dissipation. Jennifer was responsible for the design of the improvements, hydraulic and floodplain modeling, permitting, preparation of construction documents, assistance during the bid process, and construction administration.

Engineering Assistance, Kingsbury General Improvement District, Stateline, NV

ESE has provided engineering assistance to Kingsbury General Improvement District for the last 10 years. Jennifer was the senior engineer on all the District's roadway reconstruction and resurfacing projects, including planning, design, permitting and construction administration. When required by the area of project disturbance, Jennifer also prepared the Notices of Intent and SWPPPs for roadway projects and oversaw the administration of the SWPPP during construction, including monitoring during rain events, reporting, and preparation of the Notices of Termination. During this time frame, Jennifer also designed several water system improvement projects for KGID, including most recently the Crestview and Kingsbury Village Water System Improvement Projects. In accordance with TRPA requirements, all project plans included water quality best management practices. Jennifer was also involved in several erosion control and water quality improvement projects for the district, serving as primary design engineer and project manager. These projects involved steep slope stabilization, vegetative and mechanical stabilization of man-made and natural channels, rock slope stabilization, retraining walls, retention ponds, revegetation, storm drainage improvements, utility relocations, and curb and gutter. Services included grant application preparation and administration, hydrology and hydraulic modeling, preparation of improvement plans and specifications, assistance in procuring easements, obtaining TRPA, County and State permits, assistance during the bidding process, and construction observation and administration.

US Forest Service, LTBMU, Inspiration Point Accessibility Project, Emerald Bay, CA

Jennifer was the project manager/engineer for this award-winning project. The 2004 TRPA's Best in the Basin Award for Excellence in the recreation category was awarded to the Inspiration Point Accessibility Project. The USFS LTBMU, reconstructed portions of the existing facility to provide universal accessibility for one of the most scenic vistas within the Tahoe Basin.

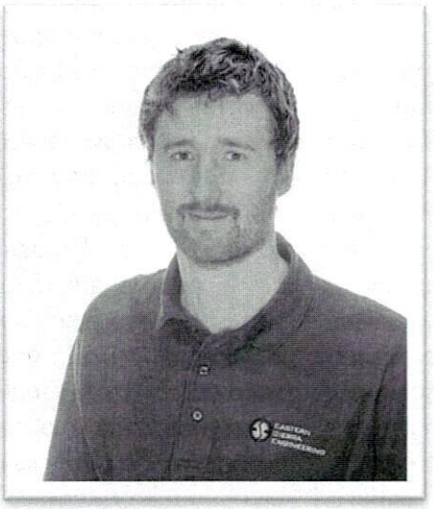
Nearly $650,000 of improvements was constructed by Syblon-Reid during the summer and fall of 2003. Improvements included reconstruction of paths to provide universal access to the Emerald Bay viewing platforms. These new paths had to minimize the impact to the roots of old growth trees throughout the project site. Native rock was utilized to form the retaining walls, benches, ramps, stairways and path edging. These improvements are also intended to restrict foot traffic to designated areas, in an effort to minimize the human impact to the very sensitive surrounding native landscape. In addition to the pathways, improvements were made to the existing parking lot and

restroom facilities, including the installation of Best Management Practices per TRPA and Lahontan requirements.

City of South Lake Tahoe, Lakeview Commons, South Lake Tahoe, CA

Lakeview Commons is the first phase constructed as part of the 56-Acre Project, which intends to redevelop parcels owned by the City of South Lake Tahoe and El Dorado County; funding for the effort is provided by the California Tahoe Conservancy. The overall project site is occupied by a campground, recreation complex including ice rink and swimming pool, county library, senior center, visitor center, art building, and museum. JWA, now ESE, is part of a team lead by Royston Hanamoto Alley & Abey (RHAA), world-renowned landscape architects, worked to develop the conceptual plan for redevelopment of the entire 56-Acre site. Construction of Lakeview Commons, the first portion of the 56-Acre project to be developed, was completed in 2011. The project included a boathouse with food and boat rental concessionaire facilities, non-motorized watercraft storage for public use, and public restrooms; a plaza overlooking the beach area; and terraced stone wall seating and pathways providing accessible path of travel from the plaza to the beach. JWA's (ESE's) involvement included the design of the stormwater best management practices and utility extensions, and assistance with permitting with Caltrans, TRPA and Lahontan. Jennifer oversaw ESE's efforts assisting the City and RHAA during the construction of Lakeview Commons.

Beñat Etxebeste, P.E.
Project Engineer



EDUCATION
B.S. Civil Engineering
University of Nevada, Reno, 2016

REGISTRATIONS/ CERTIFICATIONS
Registered Professional Engineer Nevada No. 030543

YEARS OF EXPERIENCE
9 years

YEARS WITH ESE
8 years

LANGUAGES
English
Spanish
French
Basque

PROFESSIONAL EXPERIENCE

Beñat Etxebeste is an accomplished Civil Engineer with nine years of experience specializing in the design and management of complex civil infrastructure projects. As a Staff Engineer at Eastern Sierra Engineering (ESE), Beñat has demonstrated expertise in delivering projects that enhance community infrastructure while meeting stringent regulatory standards. His extensive experience includes roadway design and reconstruction, drainage systems and roadway drainage, ADA-compliant routes and pedestrian safety improvements, bike trails and pedestrian connectivity, as well as utility relocation and infrastructure design encompassing sewer, water, dry utilities, and storm drain systems. Beñat is highly skilled in hydrology calculations and hydraulic network analysis for storm drain and sanitary sewer systems, along with peak flow attenuation calculations. He is proficient in industry-standard software, including StormCAD, WaterCAD, and Autodesk Civil 3D, with extensive experience utilizing pipe networks and grading corridors and sites. His responsibilities include preparing comprehensive plans, specifications, and cost estimates, as well as reviewing submittals, construction schedules, and payment applications to ensure seamless project execution.

PROJECT EXPERIENCE

US 395 Sewer and Storm Drain Improvement Project, Lee Vining, CA
Lee Vining Public Utility District

ESE provided design services for the replacement of existing water and sewer systems beneath US Highway 395 in Lee Vining, California. This project involved design of realigned water and sewer infrastructure operated by the Lee Vining Public Utility District to avoid conflicts with sidewalk and storm drain improvements proposed in a highway corridor improvement project by Caltrans.

The scope of work included the evaluation of existing infrastructure, the development of detailed design plans for new water and sewer systems, and coordination with Caltrans on the storm drain and sidewalk design, ensuring system compatibility with existing service laterals, and confirming coverage under the environmental documents prepared for the Caltrans project and coverage under potential grant funding that may be obtained by the LVPUD in the future. The design minimized utility conflict to allow for easier service in the future.

Challenges include designing within the constraints of the proposed roadway configuration, ensuring that the water, sewer, and storm drain systems function properly, and meeting code requirements for utility clearances. This includes

maintaining proper separations between utility networks and ensuring adequate pipe strengths for the proposed traffic loading. Close collaboration with Caltrans and their design consultant on the design of the storm drain and roadway facilities was essential for achieving an efficient and reliable integrated system. The LVPUD water and sewer improvements will be included in the Caltrans bid package and constructed with the roadway project.

Reno Consolidated 22-01, Rehabilitate Sky Mountain Drive and Sky Valley Drive,
Reno, NV - Regional Transportation Commission of Washoe County

The project involved the rehabilitation of approximately 4,470 linear feet of roadway ranging from 46 feet to 63 feet wide which included roadbed modification (pulverized existing material and adding 3% cement), adjustment of manholes lids and valve covers, replacing drainage inlets with new Type 4R, striping and signage replacement. The scope-of-services for this project included project management, topographical survey, geotechnical investigation, preliminary design, construction documents, and bidding services. Management of the overall project included scheduling of consultant staff resources, coordinating sub-consultants, RTC design review meetings, coordinating field investigation contractor, quality assurance reviews, invoicing, scheduling, and meetings with utility agencies, TMWA, NV Energy, AT&T. Beñat was responsible for the overall grading of the road. He also helped in the set-up and creation of the construction plans.

4th Street Sanitary Sewer and Storm Drain Reconstruction, Sparks, NV
City of Sparks

ESE provided civil design, construction management, full time inspection and material testing services for the reconstruction of 1,200 linear feet of sanitary sewer pipe, 2,500 linear feet of storm drain, and associated manholes for 4th Street located within Sparks, Nevada. The existing sewer and storm drain infrastructure was evaluated through field visits and by reviewing City of Sparks video of existing pipe networks. After review of the existing information the structural and functional health of the current networks was assessed and recommendations made for repair or replacement. Preliminary and final designs included the incorporation of new pipes, manholes and drop inlets as well as the redesign of existing piping and substructures for better hydraulic performance. In addition, the water lines were relocated due to the redesign and to meet current separation standards. Beñat was responsible for reviewing videos of the existing pipe networks and identifying pipes to be replaced.

Trout Creek and Industrial Heritage, Truckee, CA
Lamb Partners, LLC

ESE is currently providing professional design services to Lamb Partners, LLC for the Trout Creek/ Industrial Heritage mixed use residential and retail development that occupies portions of the Railyard Master Plan in Truckee, CA. ESE is responsible for preparing preliminary design documents for the development. Trout Creek consists of 52 units of single-family residential units over 3.1 acres. Industrial Heritage consists of 114 residential apartment units and 9,800 square feet of mixed-use retail over 7.9 acres. Preparation of the preliminary design documents include utility design (sanitary sewer, water, dry utilities), site grading, roadway design, hydrology/ hydraulics, storm water treatment and baseline hydromodification. Other aspects include meeting the Town requirements for snow storage, trash handling, parking and fire access. We also compare existing and proposed grades and coordinate with the architect to ensure building heights don't exceed the Town's standards. Additional work includes preliminary design of a future undercrossing from the Industrial Heritage Development under UPRR tracks to East River. Beñat is helping with general site layout and utility configuration, as well as setting up the proposal for the project.

Airport Road Reconstruction, Minden, NV
Douglas County Public Works

ESE provided geotechnical investigation, pavement design, civil design, construction management, full time inspection and material testing services for the rehabilitation and reconstruction of Airport Road within the Minden Tahoe Airport, Minden, Nevada. The scope of work included pavement designs for complete reconstruction of the roadway with 4 inches of plant mix bituminous pavement on 8 inches of roadbed modification. As part of the project, portions of asphalt curb and PCC valley gutter were replaced. Portions of the Parking Lot received a seal coat to rejuvenate the existing pavement. All parking stalls received new striping, and the roadway was posted with new 25 MPH signs. Brian was responsible for coordinating the junior engineers with project specific tasks, designing roadway geometry including the ADA ramps, utility adjustments, and plan production. Beñat was responsible for the overall grading of the road.

California Avenue Reconstruction, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided geotechnical investigation, pavement design, civil design, construction management, full time inspection and material testing services for the reconstruction of 0.4 miles of California Avenue within Reno, Nevada. Newlands Circle to Arlington Avenue and California Avenue intersections with Newlands Circle, Nixon Avenue, Gordon Avenue, and Clay Street. The scope of work included pavement design for complete reconstruction of the roadway with 6 inches of plant mix bituminous pavement on 8 inches of aggregate base. As part of the project, portions of curb, gutter, sidewalk were replaced. Commercial and residential driveways, and 6 ADA ramps were reconstructed to meet ADA compliance. The street frontage at Newlands Park was realigned to add a sidewalk and improve pedestrian circulation at Newlands Park. Beñat was responsible for the overall grading of the road. He also helped in the set-up and creation of the construction plans.

Ridgecrest-Inyokern Pavement, Bishop, CA
Caltrans / NCM

ESE is providing professional preliminary design services to the California Department of Transportation (Caltrans) through NCM for the rehabilitation of 16 miles of two to four lane highway pavement on Highway 178 from Highway 14 to the Kern/San Bernadino County line as well as the reconstruction of curb ramps in the communities of Ridgecrest and Inyokern.

ESE is the main subconsultant for the development of the Project Report for the project. For Caltrans, Project Reports provide comprehensive and detailed documentation of the preliminary design phase of a project and complete that phase of work on the project. Highway 178 serves as the Main Street of the communities of Ridgecrest and Inyokern. The project is primarily a rehabilitation of 16 miles of highway pavement but also includes reconstruction of metal beam guardrail, reconstruction of about 80 curb ramps to improve compliance with the Americans with Disabilities Act (ADA), reconstruction of existing storm drain systems to better capture storm water at locations where flooding is a frequent issue, and intersection signal replacement.

Beñat has overseen the Design Standards Decision Document, finding the existing roadway features that are not currently following standards, proposing a design following the Highway Design Manual and estimating the cost of the proposed changes. Besides this, he has worked on the gathering and layout of the existing utilities of the project. He has also been involved in the drafting of the plans.

Akard & VanNess Neighborhood Reconstruction, Reno, NV
City of Reno

ESE is providing geotechnical investigation, pavement design, civil design, construction management, full time inspection and material testing services for the reconstruction of 0.5 miles of Akard Neighborhood Streets and 1.2 miles of the Van Ness Neighborhood streets located within Reno, Nevada. The scope of work includes pavement designs for the Akard Neighborhood to receive pavement rehabilitation consisting of 5 inches of plant mix bituminous pavement on 7 inches of pulverized material. The Van Ness Neighborhood will receive a complete reconstruction of the roadway with 5 inches of plant mix bituminous pavement on 6 inches of aggregate base. As part of the project most of the curb, gutter, sidewalks, 207 driveways and 26 ADA ramps will be reconstructed to meet ADA compliance. Existing drainage inlets will be replaced with new Type 4R inlets, valve and manhole covers will be adjusted to finished grade. Beñat was responsible for the overall grading of the road. He also helped in the set-up and creation of the construction plans.

4th Street Reconstruction, Sparks, NV
Regional Transportation Commission of Washoe County

ESE provided geotechnical investigation, pavement design, civil design, construction management, full time inspection and material testing services for the reconstruction of 0.6 miles of 4th Street located within Sparks 4th Street from Greenbrae Drive to McCarran Boulevard; and 4th Street intersections with Greenbrae Drive, O Street, Richards Way, Sawyer Way, Tasker Way, York Way, McGoldrick Way, Galleron Way, Devere Way, Gault Way. The scope of work included pavement design for complete reconstruction of the roadway with 5 inches of plant mix bituminous pavement on 8 inches of aggregate base. As part of the project, most of the curbs, gutters, and sidewalks were replaced. Commercial and residential driveways, and 28 ADA ramps were reconstructed to meet ADA compliance. The street frontage at Greenbrae Elementary was realigned to add additional sidewalks and improve pedestrian circulation for the school. Three transit bus stops were expanded to allow for unimpeded pedestrian use on the sidewalk. One Right-of-way easement was negotiated to encompass one of the expanded bus stops. All outdated drainage inlets manhole lids were replaced for ease of city maintenance. Coordination with water and gas utility companies occurred in all portions of the project due to the complexity of their existing and proposed elements. Beñat was responsible for the grading of roads, pedestrian ramps, driveways, sidewalk and ADA access features.

The Palisades at Kirkwood, Phase 6

Beñat Etxebeste is responsible for the drainage, storm drain network, and sanitary sewer system design for Phase 6 of The Palisades at Kirkwood, the final phase of a six-phase single-family residential subdivision with ski-in/ski-out access at Kirkwood Mountain Resort. The 8.6-acre project spans elevations of 7,800 to 8,000 feet with slopes of 20 to 30 percent and will create 21 residential parcels. Beñat's work includes designing 1,100 linear feet of storm drain main with inlets and manholes, a subdrain system to reintroduce flow into an on-site wetland, and 1,900 linear feet of sanitary sewer main with manholes. He also developed hydraulic models and reports to evaluate the project's impact on municipal water and sewer systems operated by Kirkwood Meadows Public Utility District (KMPUD).

Watt Area Neighborhood Street Rehabilitation Project, Reno, NV
City of Reno

The City of Reno provided ESE survey information, pavement design, and 50% civil design for the Watt Area Neighborhood Street Rehabilitation Project and various storm drain and sanitary sewer improvements. ESE verified the preliminary design and proceeded with the final design of the project and produced final PS&E documents for the project. ESE provided construction management, full-time inspection and material testing service. In addition to the

roadway reconstruction (5" AC/8" AB), the scope of work generally included removal and replacement of curb and gutter on both sides of the street; installation of sidewalk on one side of the roadway; driveway and pedestrian ramp reconstruction to meet ADA requirements; and removal and replacement of old catch basins. Many of the driveway replacements were custom and matched to the existing requiring coordination with the homeowners. In addition, approximately 1500' of sanitary sewer and 1000' of storm drain was installed and inspected. ESE also coordinated with utility relocations and other construction projects within and around the project. Beñat was responsible for the design and completion of plans, including laying out, grading road, pedestrian ramps, driveway and sidewalk.

Truckee Railyard Mobility Hub, Truckee, CA

Town of Truckee

Beñat Etxebeste led the design of the Truckee Railyard Mobility Hub in Truckee, California, a project initiated by the Town of Truckee. This state-of-the-art electric transit station features amenities such as electric vehicle chargers, a restroom facility, landscaping, artwork, an information kiosk, lighting, hydronic sidewalks, shade structures, bus shelters, a transit station building, and bus pull-through zones equipped with overhead chargers for electric buses. Beñat's responsibilities encompassed utilities, drainage, and stormwater management design, including site grading, hydraulic and hydrology calculations, and the preparation of comprehensive plans and reports. The project is being executed in phases; the first phase involved site subdivision, grading, utility infrastructure, and the installation of essential amenities. The upcoming second phase will complete the transit building, finalize landscaping, and enhance electric vehicle charging infrastructure.

Royal Area Neighborhood Rehabilitation Project, Reno, NV

City of Reno

The Royal Area Neighborhood Rehabilitation Project, located in Reno, Nevada, aimed to improve approximately 234,000 square feet of residential streets, including Royal Drive, Crown Drive, Majestic Drive, Majestic Court, and Windsor Way. The project included comprehensive civil engineering design services such as roadway design, utility coordination, geotechnical investigation, pavement design, and the preparation of final design plans and specifications. Additional services included bidding assistance and engineering support during construction. The rehabilitation focused on enhancing pedestrian accessibility by upgrading sidewalks, driveways, and pedestrian ramps to meet ADA standards.

Reimagine Bridge Street Project – Truckee, California

Client: Town of Truckee

Beñat served as the Staff Engineer for the Reimagine Bridge Street Project, aimed at improving pedestrian connectivity and traffic flow at the intersections of Bridge Street with Donner Pass Road and East and West River Streets. A major objective of the project was the establishment of a Quiet Zone at the Union Pacific Railroad (UPRR) at-grade crossing, eliminating the routine sounding of train horns.

Beñat's responsibilities included:

- Signalization of the UPRR crossing
- Grading and layout design
- Gathering existing utilities
- Development of construction plans

The project involved analyzing eighteen intersection alternatives, considering factors such as traffic operations, pedestrian safety, right-of-way constraints, and cost implications. After extensive public engagement, including project website updates and community meetings, the Town Council selected traffic signals as the preferred solution. This option provided the most versatile operation with the UPRR crossing, improved pedestrian safety, and ensured efficient traffic operations. The project is currently in the design phase.

TMWA Lightning W Tank 2 Project

Washoe Valley, Nevada

Client: Truckee Meadows Water Authority (TMWA)

Beñat Etxebeste, serving as Staff Engineer at Eastern Sierra Engineering (ESE), was responsible for the creation of the Drainage Report for the TMWA Lightning W Tank 2 project in Washoe Valley, Nevada. The project involved constructing a new 250,000-gallon water tank adjacent to the existing Lightning W Tank, effectively doubling storage capacity to improve system redundancy and reliability for the local water supply. To ensure environmental integration, the site grading was designed with 2:1 slopes matching existing terrain, with hydroseeding upon completion.

The Drainage Report, authored by Beñat, addressed and satisfied all relevant regulatory requirements, including the Washoe County Development Code, Storm Drainage Standards, and the Truckee Meadows Regional Drainage Manual. Key concerns tackled in the report included:

- Verifying that the proposed improvements and realignment of the existing channel would not affect channel capacity or adversely impact downstream flows.
- Erosion mitigation through the realignment of the existing channel to protect the proposed tank site's bank.
- Providing recommendations to prevent increased velocities within the proposed channel.

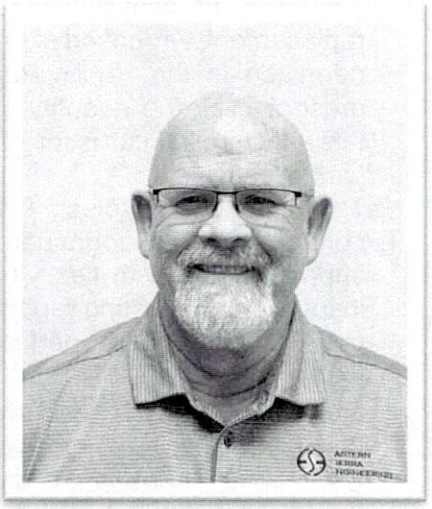
Additionally, the project received community feedback and support during the South Truckee Meadows/Washoe Valley Citizen Advisory Board meeting in May 2019, where the Special Use Permit for construction was unanimously recommended for approval. Stantec Consulting Services provided landscape architecture design services for the project, highlighting a collaborative approach among stakeholders. This project reflects TMWA's commitment to strengthening water infrastructure in Washoe Valley while maintaining environmental integrity and community alignment.

Church Street Extension / Trout Creek Restoration, Truckee, CA

Town of Truckee

Beñat Etxebeste played a key role in the Church Street Extension and Trout Creek Restoration project in Truckee, California, managed by the Town of Truckee. He was responsible for grading key components of the project, including sections of the single-lane roundabout, sidewalks, roads, bioretention basins, and drainage channels. Beñat also conducted hydraulic calculations and prepared the comprehensive drainage report. The project featured the design of a roundabout at the intersection of Church Street and Glenshire Drive, strategically planned for future expansion. Major elements included the realignment of Trout Creek to the southwest, restoration of Reach 5 with HEC-RAS hydraulic modeling, installation of a Conspan bridge structure over Trout Creek, realignment of Al Pombo's driveway, removal of an existing culvert, and extension of utility infrastructure along Church Street. The project also required securing environmental permits and overcoming challenges related to floodplain reduction and riparian restoration.

Michael Phelps
Senior Geologist



EDUCATION
B.S. Geological Engineering
University of Nevada, Reno, 1987
B.S. Managerial Economics
University of California at Davis, 1980

REGISTRATIONS/ CERTIFICATIONS
ACI Certified Field Testing, Grade 1
Nuclear Gauge Certified
Caltrans Certified

ADDITIONAL TRAINING
OSHA 40-Hour Training for Hazardous Waste Site Activities
Mine Safety and Health Administration (MSHA) 24-Hour Training
OSHA 10-Hour Training

YEARS OF EXPERIENCE
30+ years

YEARS WITH ESE
16 years

Mr. Phelps has over 30 years of experience conducting geotechnical engineering investigations for public agencies, commercial, mining, residential, NDOT, Caltrans and military projects in California and Nevada. The projects involved exploration drilling and soil sampling, laboratory testing and analysis, and report preparation. Mike has been responsible for construction management and inspection and testing of projects that have included roadways, utilities, erosion control, dams, mining facilities, commercial, and residential. His projects involved exploration drilling, soil and groundwater sampling, underground storage tank removal, remediation, and final report preparation. Mike has performed geotechnical investigations all over Nevada and Northern California and has first had knowledge of the materials that work in the harsh freeze-thaw environment of the Eastern Sierra's. Hike has performed earthwork, concrete pipe, steel, concrete, drainage, bridge, laydown and batch plant inspections.

Relevant Project Experience

Geotechnical Investigation and Pavement Design Services
Douglas County Public Works

Mike performed the geotechnical investigation geotechnical investigation and pavement design services on various projects for Douglas County Public Works. Projects included Waterloo Lane, Toler Avenue, Jacks Valley Road, Buckeye Road, Centerville Lane, Dresslerville Road, Pinenut/Dump Road & Mottsville Lane. ESE performed both test pits and borings for the projects. The test pits were utilized to obtain adequate sample size for ESE and University of Nevada, Reno testing while the borings were used to classify the subsurface soils and identify the thickness of existing asphalt concrete and base material. A typed letter report was prepared summarizing ESE's field observations, existing asphalt concrete thickness, laboratory test data, soil classification, recommended pavement designs, and potential construction strategies.

Akard & Van Ness Neighborhood Reconstruction, Reno, NV
City of Reno

The reconstruction of roadways, sidewalks, curbs and gutters in the Akard and Van Ness Neighborhoods utilized geotechnical investigation services, pavement design, civil design and construction management services. Brian also provided a full-time materials testing and inspection professional for the project

duration. The scope included evaluation of existing sidewalks based on the City of Reno criterion for replacement. Proposed sidewalks were brought up to ADA standards on at least one side of the streets as permitted in the Public Right-of-Way Accessibility Design Guidelines (PROWAG) due to challenges presented by the quantity and slope of driveways. Grades were matched at back of walkways utilizing three-inch rolled curbs for ADA sidewalks, significantly reduced the number of driveway replacements and yard repairs.

Throughout the project, ESE facilitated weekly construction meetings and reviews of quantities with contractors. ESE coordinated with property owners and schools for access considerations and minimal impact on daily activities. Construction management operations including utility coordination, form reviews, inspection and testing reports, pay application reviews, and materials testing were maintained through the project period. Mike performed the geotechnical investigation, construction inspection and materials testing.

Standford Way Reconstruction, Sparks, NV
Regional Transportation Commission of Washoe County

ESE provided geotechnical investigation, pavement design, civil design, construction management, full-time inspection and material testing services for the reconstruction of 0.4 miles of Stanford Way within Sparks, Nevada from Greg Street to Glendale Avenue. The scope of work included pavement designs for roadway rehabilitation with 5 inches of plant mix bituminous pavement on 8 inches of roadbed modification. As part of the project, the curb and gutter were replaced and on the west side of the street, a 5' wide sidewalk was added. Various commercial driveways, and five ADA ramps were reconstructed to meet ADA compliance. Type 1 drainage inlets were replaced with Type 4R inlets, and all utilities were adjusted to finished grade. Construction management duties included weekly construction meetings, weekly review of quantities with contractor, coordination with adjacent property owners, & businesses for access, etc. Additionally, ESE coordinated with utilities, reviewed forms and inspection & testing reports, reviewed pay applications and materials testing per the contract documents. Mike conducted geotechnical investigation and materials testing.

National Guard Way and Aviation Blvd, Reno, NV
Reno Tahoe Airport Authority

ESE is providing geotechnical investigation, pavement design, civil design, construction management, full-time inspection and material testing services for the rehabilitation of 0.41 miles of Airport Streets and three additive alternatives located within Reno, Nevada. Airport Streets are to receive pavement reconstruction consisting of 6 inches of plant mix bituminous pavement on 14 inches of aggregate base over geotextile fabric. As part of the project a portion of the curb & gutter, 9 driveways and 12 ADA ramps, will be reconstructed to meet ADA compliance. Proposed sidewalk designed to ADA standards will link the existing sidewalks at Terminal Way and the National Guard Main Gate for increased connectivity at the airport. Existing drainage inlets will be replaced with new Type 4R inlets, valve and manhole covers will be adjusted to finished grade. The existing transit waterline will be abandoned in place and a new waterline will be installed within the roadway section. Mike is providing geotechnical investigation for this project.

4th Street Reconstruction, Sparks, NV
Regional Transportation Commission of Washoe County

ESE provided geotechnical investigation, pavement design, civil design, construction management, full-time inspection and material testing services for the reconstruction of 0.6 miles of 4th Street located within

Sparks 4th Street from Greenbrae Drive to McCarran Boulevard; and 4th Street intersections with Greenbrae Drive, O Street, Richards Way, Sawyer Way, Tasker Way, York Way, McGoldrick Way, Galleron Way, Devere Way, Gault Way. The scope of work included pavement design for complete reconstruction of the roadway with 5 inches of plant mix bituminous pavement on 8 inches of aggregate base. As part of the project, most of the curbs, gutters, and sidewalks were replaced. Commercial and residential driveways, and 28 ADA ramps were reconstructed to meet ADA compliance. The street frontage at Greenbrae Elementary was realigned to add additional sidewalk and improve pedestrian circulation for the school. Three transit bus stops were expanded to allow for unimpeded pedestrian use on the sidewalk. One Right-of-way easement was negotiated to encompass one of the expanded bus stops. All outdated drainage inlets manhole lids were replaced for ease of city maintenance. Coordination with water and gas utility companies occurred in all portions of the project due to the complexity of their existing and proposed elements. Mike performed a geotechnical investigation.

Airport Road Reconstruction, Minden, NV
Douglas County Public Works

ESE provided geotechnical investigation, pavement design, civil design, construction management, full-time inspection and material testing services for the rehabilitation and reconstruction of Airport Road within the Minden Tahoe Airport, Minden, Nevada. The scope of work included pavement designs for complete reconstruction of the roadway with 4 inches of plant mix bituminous pavement on 8 inches of roadbed modification. As part of the project, portions of asphalt curb and PCC valley gutter were replaced. Portions of the Parking Lot received a seal coat to rejuvenate the existing pavement. All parking stalls received new striping and the roadways were posted with new 25 MPH signs. Mike conducted geotechnical investigation and materials testing.

Watt Area Neighborhood Street Rehabilitation Project, Reno, NV
City of Reno

The City of Reno provided ESE survey information, pavement design, and 50% civil design for the Watt Area Neighborhood Street Rehabilitation Project and various storm drain and sanitary sewer improvements. ESE verified the preliminary design and proceeded with the final design of the project and produced final PS&E documents for the project. ESE also provided construction management, full-time inspection and material testing services for the project. In addition to the roadway rehabilitation, the scope of work generally included removal and replacement of curb and gutter on both sides of the street. installation of sidewalk on one side of each; driveway and ADA ramp reconstruction to meet ADA requirements; and removal and replacement of old catch basins. On Watt Street from Mountain View Drive to Wildrose Drive, on-street parking was removed to accommodate the new sidewalk, and the roadway alignment and profile were adjusted. Additional elements included installing approximately 1,500 feet of new storm drain, 330 feet of new sanitary sewer main, and coordinating the roadway reconstruction with water, storm drain and gas relocations occurring ahead of the project. Mike performed inspection, and materials testing.

Lakeside Drive Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided civil engineering design, construction management, full-time inspection and material testing services associated with the reconstruction of Lakeside Drive. The project limits were from McCarran Boulevard to Evans Creek Drive, approximately 0.5 miles. ESE's scope of work included civil roadway design, utility coordination, geotechnical investigation, pavement design, final PS&E, bidding assistance

and engineering services during construction. The project included removal and replacement of the roadway structural section, sidewalk, the addition of bike lanes, curb and gutter replacement, correction of localized drainage deficiencies, reconstruction of existing handicapped ramps, and reconstruction of driveways. Mike conducted geotechnical investigation and performed inspection and materials testing.

Reno Consolidated 21-01, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided geotechnical investigation, pavement design and civil design for the roadways and will provide construction management, full time inspection and material testing services for the rehabilitation of five roadway sections located within Reno. The project included the complete reconstruction of all of the roadways - Lund Lane 7 inches asphalt concrete on 12 inches aggregate base, Armstrong Lane 5 inches asphalt concrete on 8 inches aggregate base and Yuma Lane 5 inches asphalt concrete 8 inches aggregate base. The project also includes curb and gutter, sidewalk, parking, residential driveways, commercial driveways, upgrading catch basins to increase flow capacity and drainage modifications to eliminate water ponding along the roadway on Armstrong and Yuma. Mike was responsible for geotechnical investigation, construction inspection and materials testing.

Reno Consolidated 22-01, Rehabilitate Sky Mountain Drive and Sky Valley Drive, Reno, NV
Regional Transportation Commission of Washoe County

The project involved the rehabilitation of approximately 4,470 linear feet of roadway ranging from 46 feet to 63 feet wide which included roadbed modification (pulverized existing material and adding 3% cement), adjustment of manholes lids and valve covers, replacing drainage inlets with new Type 4R, striping and signage replacement. The scope-of-services for this project included project management, topographical survey, geotechnical investigation, pavement design, preliminary design, construction documents, and bidding services. Management of the overall project included scheduling of consultant staff resources, coordinating sub-consultants, City design review meetings, coordinating field investigation contractor, quality assurance reviews, invoicing, scheduling, and meetings with utility agencies, TMWA, NV Energy, AT&T. Mike performed the geotechnical investigation portion of this project.

Royal Drive Area Neighborhood Rehabilitation
City of Reno Public Works

ESE provided geotechnical investigation, pavement design and civil design for the neighborhood rehabilitation which included the following streets: Royal Drive, Crown Drive, Majestic Drive, Majestic Court, Windsor Way. The scope-of-services for this project included project management, topographical survey, geotechnical investigation, pavement design, preliminary design, construction documents, and bidding services. Management of the overall project included scheduling of consultant staff resources, coordinating sub-consultants, City design review meetings, coordinating field investigation contractor, quality assurance reviews, invoicing, scheduling, and meetings with utility agencies (TMWA, NV Energy, etc.). Mike performed the geotechnical investigation, construction inspection and materials testing.

Reno Consolidated 19-03, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided civil engineering design, for the rehabilitation of five sites in Reno, Nevada. ESE's scope of work includes civil roadway design, utility coordination, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. The project incorporated removal and replacement of deficient curb, gutter and sidewalk into the construction plan set; implements pedestrian access ramp designs in accordance with PROWAG; reconfigure the roadway striping to provide continuous bike lanes; modify the traffic signal configuration and provide

various pavement design scenarios. Mike performed geotechnical investigation, construction inspection and materials testing.

Clean Water Way, Sparks, NV
Regional Transportation Commission of Washoe County

ESE provided professional services for the project from East McCarran Boulevard to the second gated entrance to the Truckee Meadows Reclamation Water Facility, in Sparks, Nevada. The approximate length of the project was 2.2 miles or 11,600 lineal feet. The project included the reconstruction of the existing roadway, correction of any localized drainage deficiencies, and other features necessary for the rehabilitation of Clean Water Way. Mike performed the geotechnical investigation, construction inspection and materials testing.

Mayberry Drive Pavement Preservation Project, Reno, NV
Regional Transportation Commission of Washoe County

Mike performed the geotechnical engineering investigation for the Mayberry Drive Pavement Preservation project. ESE provided civil engineering design, construction management, full time inspection and material testing services for the rehabilitation of Mayberry Drive from Hunter Lake Drive to California Avenue in Reno, Nevada. ESE's scope of work included civil roadway design, utility coordination, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. The project incorporated removal and replacement of deficient curb, gutter and sidewalk into the construction plan set; implemented pedestrian access ramp designs in accordance with PROWAG; reconfigured the roadway striping to provide continuous bike lanes; modified the traffic signal configuration and provided various pavement design scenarios. Mike performed the geotechnical investigation, construction inspection and materials testing.

Sutro Complete Street Project, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided civil engineering design, construction management, full time inspection and material testing services for the Sutro Complete Street project in Reno, Nevada. The overall project limits were on Sutro Street from 4th Street to McCarran Boulevard with multi-modal improvements primarily planned from 4th Street to Wedekind Road and a slurry seal planned for the entire length. The multi-modal improvements increased mobility and safety for pedestrians, bicyclists, motorists and transit service. Planned improvements focused specifically on the travel needs of pedestrians, bicyclists and people with disabilities as well as related transit service amenities along the corridor. The project was funded by a $1.2 million FTA grant. Mike performed the geotechnical investigation, construction inspection and materials testing.

Liberty & Ryland Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided civil engineering design, construction management, full time inspection and material testing services for Liberty Street (Center St to Holcomb Ave) and Ryland Street (Kirman Ave to Mill St). Project elements included geotechnical investigation, pavement design, roadway design, traffic signal design, utility coordination, final PS&E, bidding assistance and engineering services during construction. The project included evaluating deficient curb, gutter, incorporating Special Assessment District concrete removal into the construction plan set, implementing pedestrian access ramp designs in accordance with the PROWAG, adjusting the grade of existing driveways to maintain an accessible pedestrian path within right-of-way, and traffic signal modifications to convert the Liberty/Sinclair intersection from fixed time to loop detection. The project also included realignment of existing curb and gutter to maintain sidewalk clearance, property owner coordination, preparation of legal descriptions and exhibits for permanent

easements, preparation of exhibits for temporary construction easements, and providing various pavement design scenarios to address existing thick asphalt sections, heavy bus traffic, unstable subgrade, constructability and reducing the risk of major utility conflicts. Mike performed the geotechnical investigation, construction inspection and materials testing.

Virginia Street Enhancement, Reno, NV
Regional Transportation Commission of Washoe County

Mike performed the geotechnical investigation and construction inspection for ESE, which provided civil engineering design, construction management, full time inspection and material testing services for the Virginia Street Enhancement project from 4th Street to 6th Street in Reno, Nevada. ESE provided civil roadway design, utility coordination, NDOT permitting, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. The project included complete roadway reconstruction, new colored and stamped sidewalk, pedestrian access ramp upgrades, installation of trees and street lighting, and traffic signal improvements at the 4th Street, 5th Street, and 6th Street intersections. The design incorporated creating wide sidewalk areas to accommodate pedestrian traffic and increasing the overall aesthetics of the downtown corridor by installing trees and streetlights along the length of the project. The project also included providing a concrete pavement design, adjusting the grade of the curb, gutter, and roadway to decrease steep cross slopes and maintain accessible pedestrian paths in accordance with the ADA; and provided coordination necessary to utilize NDOT Enhancement funds in accordance with Federal Highway Administrations requirements.

Mayberry Drive Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County

ESE provided civil engineering design, construction management, full time inspection and material testing services for the rehabilitation of Mayberry Drive from McCarran Boulevard to California Avenue in Reno, Nevada. ESE provided civil roadway design, utility coordination, NDOT permitting, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. Mike performed the geotechnical investigation, construction inspection and materials testing. The project included evaluating deficient curb, gutter, incorporating Special Assessment District concrete removal into the construction plan set, upgrading bus stop pads, implementing pedestrian access ramp designs in accordance with the ADA, reconfiguring the roadway striping to provide continuous bike lanes, traffic signal modifications and providing various pavement design scenarios.

Silver Lake Road Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County

Mike performed the geotechnical investigation for ESE, which provided civil engineering design, construction management, full time inspection and material testing services for the rehabilitation of Silver Lake Road from 1,100 feet east of Stead Boulevard to Sky Vista Parkway in Reno-Stead, Nevada. ESE provided civil roadway design, utility coordination, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. The project included evaluating deficient curb, gutter, and sidewalk, upgrading bus stop pads, implementing pedestrian access ramp designs in accordance with ADA, reconfiguring the roadway striping to provide continuous bike lanes and providing various pavement design scenarios. The scope of the project also included preparation of design drawings, contract documents, bid forms and specifications.

Coliseum/ Yori Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County
Mike performed the geotechnical investigation for ESE, which provided civil engineering design, construction management, full time inspection and material testing services for the rehabilitation of two industrial roadway sections located in the older southeast area of Reno, Nevada, Coliseum Way and Yori Avenue. ESE provided civil roadway design, utility coordination, geotechnical investigation, pavement design, final design plans and specifications, bidding assistance and engineering services during construction. The project included evaluating deficient curbs, gutters, sidewalks, driveways and providing various pavement design scenarios. The scope of the project also included preparation of design drawings, contract documents, bid forms and specifications.

Sparks Consolidated 09-02 Rehabilitation, Sparks, NV
Regional Transportation Commission of Washoe County
Mike performed the geotechnical investigation for the rehabilitation of five roadway sections located within an older industrial area of Sparks, Nevada including Bergin Way cul-de-sac, Deming Way from Spice Island Drive to the railroad tracks; Deming Way North from the railroad tracks to Greg Street; Franklin Way from Spice Island Drive to the railroad tracks; and Meredith Way from Kleppe Lane to Glendale Avenue. The project included complete reconstruction of Bergin Way and Deming Way South; half street reconstruction of Meredith Way with full roadway width slurry seal application; and road widening on Deming Way North and Franklin Way. The existing pavement section was re-used as base material for the new asphalt concrete pavement through in-place pulverization of existing AC and aggregate base, stockpiling material and screening on-site. The project also included curbs and gutters, commercial driveways, upgrading catch basins to increase flow capacity, drainage modifications to eliminate water ponding both along the roadway and in private parking lots. The half street improvements on Meredith Way were field adjusted during construction to address soft, unstable subgrade conditions by cement treating pulverized recycled base and native fill material. Franklin Way roadway widening included new curb and gutter improvements, re-grading roadside ditch, structural fill placement and storm drainage improvements to convey drainage to the city storm drain system.

El Rancho Drive Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County
Mike performed the geotechnical investigation for the rehabilitation of El Rancho Drive from Wedekind Road to Sun Valley Boulevard. The project included corrective maintenance from Wedekind Road to McCarran Boulevard and Sullivan Lane to Sun Valley Boulevard consisting of 1,350 lineal feet of patching and application of micro-surface seal; and complete reconstruction from McCarran Boulevard to Sullivan Lane consisting of 3,400 lineal feet in-place pulverization followed by new asphalt concrete pavement. The project also included minor sidewalk, curb and gutter, pedestrian ramp upgrades, bus stop improvements, striping re-alignment and traffic signal modifications. El Rancho Drive was designed to be reconfigured from a four-lane roadway to three-lanes (one lane in each direction with a two-way-left-turn lane in the center) to accommodate traffic flow patterns and provide storage for safer left turn movements off El Rancho Drive. The roadway reconfiguration included modifying the existing traffic signal to 8-phase operation to provide protected left-turn phasing on El Rancho Drive, installing new controller cabinet, metered service enclosure, maintaining a hybrid loop/video detection system and adding bike lanes along the entire project length. ESE was responsible for coordinating design and construction activities with the traffic engineer, NV Energy, NDOT, City of Reno, City of Sparks and Washoe County. Traffic signal improvements within NDOT Right-of-Way required an Encroachment Permit and a NV Energy Permit.

Freeport Boulevard Reconstruction, Sparks, NV

The project consisted of proposed reconstruction of approximately two miles of 2-lane roadway. Mike was responsible for geotechnical investigation which included drilling numerous borings, laboratory testing, and report preparation.

Beatty Airport Taxiway Turnaround (FAA AIP No. 3-32-0002-016), Beatty, NV

ESE provided geotechnical engineering services associated with the Taxiway Turnaround at Beatty Airport. Subsurface soils were investigated by excavating 3 test pits at the south end of Runway 16-34. The test pits were explored to a depth of 5' below existing grade. ESE performed laboratory testing and engineering analysis to develop recommendations for site grading and flexible pavement structural section thickness. Mike performed the geotechnical engineering for this project.

Carson City Airport - Realign Runway 9/27 and Taxiway A

Mike provided the geotechnical investigation for this airport project which was comprised of geotechnical investigation and the pavement design for the realignment of Runway 9/27 and Taxiway A at the Carson City Airport. The geotechnical investigation included 20 borings drilled to an approximate depth of 10 feet and an additional 10 cores to verify existing structural section thickness. The pavement design was performed in accordance with FAA Advisory Circular requirements. During the construction phase of the project ESE provided all quality assurance material testing for the project. The project included approximately 30,000 cubic yards of P209 aggregate base and 36,000 tons of P401 plant mix bituminous pavement. Services included the field and laboratory testing of subgrade, aggregate base, and plant mix bituminous pavement. All testing was performed to FAA and Orange Book specifications.

Tonopah Airport Runway 15-22 Reconstruction, Tonopah, NV

ESE provided Geotechnical, Pavement Design and Quality Control Services during construction for work associated with the reconstruction of the Tonopah Airport Runway 15-33 in Tonopah, NV. Subsurface soils were investigated by drilling 14 borings. ESE performed laboratory testing and engineering analysis to develop recommendations for site grading and flexible pavement structural section thickness. Construction included the removal of the pavement for the existing runway (7,158'x80') a small maintenance road (345'x22') and short portions of the four existing taxiway connectors (approx. 40' wide). The runway (7,158'x75') and the connectors were reconstructed with a 6" minimum thickness of aggregate base, 3" of AC, sawcut control joints, striping, installation of new taxiway edge lights on the connectors, lighted signs, and raising the existing runway edge lights. Mike performed the geotechnical engineering for this project.

Bryant Field Airport, Mono County, CA

Mike was the project investigator responsible for geotechnical investigation for this airport project. ESE provided, design, construction management, full time inspection and material testing services for the $1.0 million reconstruction and rehabilitation of the Bryant Field Airport apron and lighting system located in Bridgeport, California. The project included apron improvements, as well as electrical vault upgrades, lighting upgrades, installation of a SuperAwos system, PAPI controller, and REIL lighting systems.

- Apron improvements included cold milling existing AC and placing it in runway overrun areas and placement of a new AC surface course and installing new tie-down units.
- New runway/taxiway striping installation

The project also included geotechnical investigation work to determine existing subgrade soil characteristics and pavement thicknesses used to determine an adequate pavement design section. ESE provided the pavement design for the apron.

Pavement Management Projects

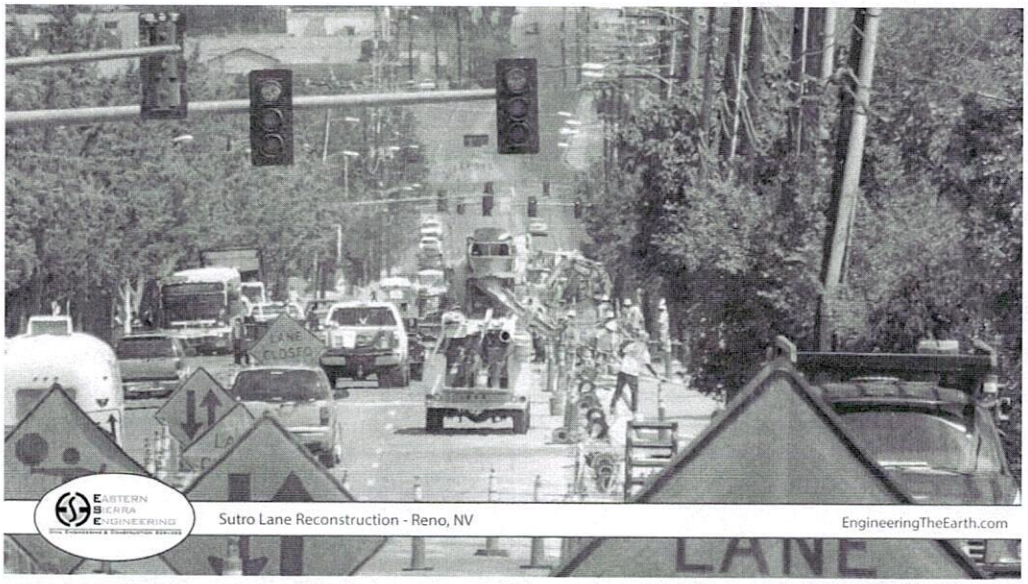
Fort Campbell KY
U.S. Army Corps of Engineers, Fort Worth District
Mike performed pavement management system PAVER implementation. He developed pavement network, branches and sections, supervised field pavement conditions surveys.

Fort Polk LA
U.S. Army Corps of Engineers, Fort Worth District
Mike performed pavement management system PAVER implementation. The work involved approximately 600 lane miles of asphalt and concrete surfaces. He performed network development, researched construction history, and supervised field pavement condition surveys.

Fort Huachuca AZ
U.S. Army Corps of Engineers, Los Angeles District
Mike performed pavement management system PAVER implementation. The work involved approximately 300 lane miles of asphalt and concrete surfaces. He performed network development, researched construction history, performed and supervised field pavement condition surveys.

Dugway Proving Grounds UT
U.S. Army Engineering and Housing Support Center
Mike performed pavement management system PAVER implementation. He performed field verification and inventory of approximately 25 lane miles of asphalt surfaces, approximately 160 lane miles of gravel and surface treatment, and performed condition survey of paved areas.

Sierra Army Depot, Herlong CA
U.S. Army Corps of Engineers
Mike performed pavement management system PAVER implementation. He performed network development research construction history and pavement condition survey.



RESUME

EASTERN SIERRA ENGINEERING
ENGINEERING THE EARTH®

Dennis Brown
Director of CMT Services



EDUCATION
Bishop Union High School
Bishop, CA (2003)

REGISTRATIONS/ CERTIFICATIONS
NAQTC Certified: Sampling & Density, Aggregate, and Asphalt Extended
Nevada No. 001435
Caltrans Certified
Nuclear Gauge Certified
OSHA 10-hour Training
ACI Certified, Field Grade 1
ACI Certified, Strength

YEARS OF EXPERIENCE
16 years

YEARS WITH ESE
16 years

PROFESSIONAL EXPERIENCE

Mr. Brown brings a wealth of expertise and extensive experience to his role as Director of Construction Materials Testing (CMT) Services at Eastern Sierra Engineering. Dennis demonstrates a deep understanding of industry standards and regulatory requirements. His unique ability to act quickly and decisively with well-thought-out solutions sets Dennis apart, making him an exceptional leader in project management. He excels at anticipating project needs, identifying potential issues, and implementing strategic solutions under tight timelines. His ability to confidently make critical decisions ensures seamless coordination, maintaining project momentum and delivering quality results. In his role, Dennis oversees testing and inspection operations, manages budgets, supervises teams, and troubleshoots difficult challenges as they are encountered. He works closely with contractors and agencies to ensure projects are executed precisely and efficiently. Dennis also serves as Radiation Safety Officer for Eastern Sierra Engineering in California and Nevada, underscoring his commitment to safety and regulatory compliance. Dennis's multifaceted expertise, swift and strategic decision-making, and dedication to quality assurance make him an indispensable leader in the construction materials testing and inspection industry.

PROJECT EXPERIENCE

Project Management

Dennis Brown's project management experience is built on a foundation of leading quality control (QC) and quality assurance (QA) operations to deliver projects on time, within budget, and to the highest standards. He takes a hands-on approach to managing all aspects of materials testing and inspection, ensuring processes are efficient, organized, and fully aligned with project objectives. His leadership emphasizes clear communication, effective planning, and swift problem-solving to keep projects running smoothly from start to finish. Dennis excels at coordinating teams, allocating resources, and maintaining momentum in challenging conditions. He collaborates closely with contractors, producers, and stakeholders to align on expectations and goals, addressing issues promptly to avoid delays and maintain quality. By closely monitoring testing processes and implementing adjustments as needed, Dennis ensures materials meet all project specifications. His ability to lead teams, ensure compliance with industry regulations, and

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prepare for audits has earned him a reputation as a dependable leader who consistently delivers successful project outcomes.

Materials Testing

Dennis's experience spans laboratory and field testing for soils, aggregates, concrete, and asphalt, where he has developed advanced expertise in both performing and teaching various testing methods. A key milestone in his career was leading ESE to become the first laboratory in Northern Nevada to achieve accreditation for the Caltrans Superpave program. Dennis guided the laboratory through the rigorous accreditation process, ensuring compliance with stringent requirements and positioning ESE for success. Over his years as a lead laboratory technician, Dennis demonstrated exceptional technical skill and leadership, contributing to the laboratory's ability to meet high standards during AASHTO Resource, Caltrans, and CCRL audits. His success in this role led to promotions, first to lab manager and then to Director of Construction Materials Testing (CMT) Services, where he continues to uphold ESE's reputation for quality and excellence.

Advanced Mix Design Development

Dennis's deep understanding of asphalt and concrete materials enables him to create mix designs tailored to deliver optimal performance for various construction projects. He works closely with producers to adopt innovative techniques and practices, guiding them through the development of advanced materials that meet evolving industry standards. Dennis's ability to explain and implement new ideas empowers producers to confidently take on new challenges and remain competitive in the industry. In addition to developing new designs, Dennis refines mixes based on testing results and real-world performance, ensuring materials consistently meet high standards. He oversees strict quality control during production, addressing issues promptly and making adjustments to achieve the best results. His expertise in innovation, problem-solving, and hands-on support has made him a trusted leader in materials testing and quality assurance.

QC Management of Hot Plants and Aggregate Quarries

Dennis collaborates with operators to make precise bin adjustments to mix designs, ensuring compliance with project requirements. He monitors production processes closely, addressing deviations proactively to maintain smooth operations and consistent output of high-quality asphalt and concrete mixes. He also works with aggregate producers during the crushing process, ensuring all required testing is performed accurately and on time. This oversight enables producers to create homogenous, compliant aggregate stockpiles that meet agency specifications, supporting the success of a wide range of construction projects.

Reno-Tahoe International Airport - Runway 17R-35L Remediation
Granite Construction

The Runway 17R-35L Remediation Project at Reno-Tahoe International Airport involved the comprehensive re-surfacing of a critical runway to improve safety, enhance durability, and comply with FAA standards. The project was undertaken to address surface flaking concerns on the existing P-501 concrete pavement, a critical issue that had rendered the airport's largest runway inoperable for over a year. Surface flaking posed significant safety risks to aircraft operations and required immediate corrective action. The remediation work included precise milling of the top 3 inches of existing P-501 concrete pavement, covering a 50-foot-wide section down the center of the runway and extending its entire length. This was followed by the placement of P-401 asphalt over the milled surface. Advanced

construction methods and stringent quality control processes were applied to ensure compliance with FAA specifications. Dennis Brown served as the Contractor Quality Control Project Manager for this high-profile project. He developed one of the most robust P-401 asphalt mix designs ever implemented in the region, incorporating high-durability aggregates from Granite Construction's Brunswick Canyon Quarry and pairing them with a premium PG76-28M binder to achieve exceptional performance and longevity. In his role, Dennis developed and implemented a comprehensive contractor quality control plan and attended weekly progress meetings with all stakeholders to ensure effective communication and coordination. He also supervised ESE technicians, overseeing all quality control testing and inspections to help ensure that Granite Construction met the FAA's stringent specifications throughout the asphalt paving operations. Dennis's technical expertise and decisive leadership were key to maintaining the highest quality standards, ultimately enabling the successful restoration of the runway to full operation.

Independence Roads Rehabilitation, Independence, CA
Inyo County Public Works Department

ESE provided Geotechnical Investigation and Pavement Design Services for work associated with the Independence Roads Rehabilitation Project located in Independence, California. The project consisted of reconstruction/rehabilitation of approximately 2.2 miles of city streets within Independence. Most of the roadways were approximately 60 feet wide and the rehabilitation included pulverizing the center 24 feet of existing asphalt concrete, blending with the native subgrade material, installing new asphalt concrete for the center 24 feet, and then applying a chip seal to the entire width of the pavement. ESE cored the existing asphalt concrete in approximately 20 locations to identify existing pavement thickness and obtain subgrade samples for laboratory testing. ESE provided a flexible pavement design to be used by the County in preparation of the project plans and specifications. During the construction phase, Dennis Brown played a critical role in quality control and testing operations. He conducted field inspections and testing to ensure materials conformed to project specifications and verified laboratory values for optimum moisture and maximum dry density for soils, aggregates, and pulverized materials requiring density testing. Dennis also supervised and performed sampling and testing of the 3,700 tons of Asphalt Concrete during placement, ensuring compliance with the new Caltrans Section 39 Specifications for "Standard" HMA construction. Additionally, he oversaw the sampling and testing of Portland Cement Concrete during placement, ensuring the material met all performance standards. His expertise and attention to detail were instrumental in maintaining the high quality of work delivered throughout the project.

Sabrina Road Bridge Replacement
Inyo County Public Works Department

ESE provided Materials Testing Services for the Sabrina Road Bridge Replacement project near Aspendale, California. For this project, ESE obtained material samples to confirm they met project specifications and established laboratory values for optimum moisture and maximum density for soils, aggregates, and other materials needing density testing. ESE also sampled and tested the structural concrete used for the cast-in-drilled-hole (CIDH) concrete pilings, bridge footings, and bridge deck. Additionally, ESE sampled and tested the Asphalt Concrete during placement following the new Section 39 Specifications for "Method" HMA construction. All testing was completed in line with Caltrans standard test methods. Dennis Brown played a key role in this project by performing materials testing and inspections. He made sure that all materials used met project requirements and Caltrans standards. His attention to detail and expertise helped ensure the project was completed successfully with high-quality results.

Reno-Tahoe International Airport - Taxiway Q
Granite Construction

The Taxiway Q Reconstruction Project involved reconstructing approximately 11,000 square yards of Portland Cement Concrete surfaced taxiway. The work included demolition, subgrade preparation, placement of 3,500 tons of Asphalt Treated Permeable Base, 3,300 cubic yards of P209 Aggregate Base, and approximately 5,000 cubic yards (16 inches thick) of Portland Cement Concrete Pavement, along with associated drainage appurtenances. The project was completed in three phases: Phase 1 in 28 calendar days, Phase 2 in 75 calendar days, and Phase 3 in 28 calendar days, with the notice-to-proceed date for Phase 3 determined by Airport Operations. Dennis Brown played a key role in the success of this project. He was responsible for performing critical materials testing and field inspections for all subgrades, unclassified excavation/embankment, Asphalt Treated Permeable Base, aggregate base, and Portland Cement Concrete Pavement. His oversight ensured compliance with project specifications and standards throughout each phase of construction. Dennis also worked closely with the construction team, addressing testing-related challenges promptly to keep the project on schedule. In addition to his field responsibilities, Dennis coordinated with ESE's laboratory team to ensure all laboratory testing was performed accurately and efficiently in ESE's AASHTO-accredited laboratory. His expertise and attention to detail were essential in maintaining the quality and integrity of the materials used, contributing to the successful completion of the Taxiway Q Reconstruction Project and reinforcing ESE's reputation for excellence in quality control.

Riverside Road Bridge
Inyo County Public Works Department

Mr. Brown played a vital role in the rehabilitation of the Riverside Road Bridge in Bishop, CA, by providing comprehensive materials testing services for ESE. His responsibilities included structural backfill density testing and performing California curves for native structural fill and Class II aggregate base. He conducted density testing on both the roadway and approach subgrade (native) as well as the finish grade (Class II aggregate base). Additionally, Mr. Brown oversaw concrete testing for the abutments and walls, which included air content, slump, unit weight, cylinders, and yield. He also conducted concrete testing for the finish grade roadway and approaches, ensuring air content, slump, unit weight, cylinders, and yield met all project specifications. His attention to detail and expertise ensured that all materials adhered to the required standards, contributing significantly to the success of the Riverside Road Bridge rehabilitation project.

Caltrans District 9 Materials Lab, Bishop, CA

Dennis worked as a consultant in the Caltrans District 9 Materials Lab, where he performed a variety of laboratory and field tests for multiple projects. His laboratory work included Sieve Analysis, Percent Crushed Particles, Specific Gravity and Absorption of Coarse and Fine Aggregates, Sand Equivalent, Moisture Content, Cleanness Value, Hveem Stability, and AC Content by the Ignition Method. In the field, Dennis demonstrated his advanced expertise by obtaining one of the first statewide certifications for Caltrans Test Method 552, "Relative Compaction of Polymer Concrete Utilizing Nuclear Gauges," and performing field testing on bridge decks. His work ensured the materials and construction processes met rigorous standards, contributing to the quality and longevity of the projects he supported.

Construction of State Highway 50, Caltrans 03-1E14U4, Eldorado County, CA

Dennis performed quality control testing and inspection for the construction on State Highway 50 in El Dorado County near Meyers, spanning from 0.2 miles east to 1.3 miles east of Echo Summit. The project involved the placement of warm mix asphalt surfacing under an emergency contract with a construction cost of $1.9 million. His responsibilities ensured that all materials and construction processes met required specifications and standards, contributing to the successful completion of this critical infrastructure project.

Virginia Street Enhancement/Reconstruction
Regional Transportation Commission of Washoe County

Mr. Brown played a critical role in the Virginia Street Enhancement project in Reno, Nevada, by providing concrete testing services for ESE. This project, spanning from 4th Street to 6th Street, involved ESE delivering comprehensive civil engineering design, construction management, full-time inspection, and material testing services. ESE's scope included civil roadway design, utility coordination, NDOT permitting, geotechnical investigation, pavement design, PS&E preparation, bidding assistance, and construction services. As part of this multifaceted effort, Mr. Brown's expertise in concrete testing ensured that all materials met the required standards, contributing to the successful execution of this urban enhancement project. His meticulous approach to quality assurance played a key role in maintaining project compliance and delivering high-quality results.

Tecopa Sewage Treatment Ponds, Tecopa, CA
Inyo County

The Tecopa Sewage Treatment Ponds project required geotechnical and civil engineering work to repair a sewage lagoon at the Tecopa Hot Springs Park/Campground in Tecopa, California. Constructed in the 1960s, the west embankment of the lagoon had begun leaking into a nearby wetland and protected habitat, and the lagoon itself had never been cleaned. The project involved removing accumulated waste and repairing the damaged embankments to restore the lagoon's functionality and protect the surrounding environment. Dennis Brown played a significant role in the project, conducting crucial compaction testing on the embankment soils to ensure that the repairs met the required standards for stability and durability. He worked closely with the construction team, providing real-time testing data and adjusting as needed to support the embankment repair process. His expertise contributed to the successful installation of a geomembrane lining on the north and west embankments, which was essential in preventing future leaks. Additionally, Dennis collaborated with environmental consultants to align the construction activities with permitting requirements from agencies such as the Lahontan Regional Water Quality Control Board, BLM, California Fish and Game, and the US Fish and Wildlife Service. His hands-on involvement and attention to detail helped ensure the repairs were performed efficiently and to the highest quality, safeguarding the lagoon and the surrounding habitat.

RESUME

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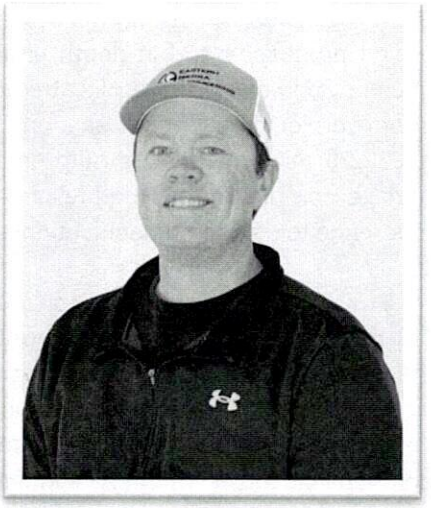
Andrew Bradley
Field Inspector



EDUCATION
Robert McQueen High School
Reno, NV (2003)

REGISTRATIONS/ CERTIFICATIONS
NAQTC Certified: Sampling & Density, Asphalt and Aggregate: Nevada No. 000921
Caltrans Certified
Nuclear Gauge Certified
ACI Certified, Field Testing - Grade 1

YEARS OF EXPERIENCE
11 years

YEARS WITH ESE
6 years

PROFESSIONAL EXPERIENCE

Mr. Bradley has over 11 years of experience in field inspection, laboratory testing, and construction oversight for federally funded roadway and heavy civil infrastructure projects across Nevada and the Eastern Sierra Mountains. He holds NAQTC, ACI, Caltrans, and nuclear gauge certifications and specializes in material compliance, QA/QC, and regulatory adherence. His field inspection expertise includes evaluating embankment soils, aggregate base, hot-mix asphalt (HMA), and Portland Cement Concrete (PCC) and overseeing subgrade preparation, curb and gutter, sidewalk, and reinforcing steel applications. Andrew has played a key role in FAA and FHWA projects, ensuring strict federal compliance while managing complex field operations. He has also led construction management efforts for the City of Reno, the City of Sparks, and RTC, coordinating with contractors, engineers, and agencies to oversee field activities, resolve issues, and maintain project schedules. With deep knowledge of NDOT specifications and industry-standard reporting systems, he is well-qualified as a Level III Tester for NDOT. His technical expertise, leadership in field operations, and commitment to quality and compliance make him a vital asset to any construction project.

PROJECT EXPERIENCE

RELEVANT PROJECT EXPERIENCE

Reds Meadow Road - CA FLAP 03S11(1), Mammoth Lakes, CA
Inyo National Forest, Federal Highway Administration

The Reds Meadow Road project, designated as CA FLAP 03S11(1), is a significant infrastructure initiative to enhance access within the Inyo National Forest near Mammoth Lakes, California. The project includes forestry clearing, culvert replacements, drainage improvements, rock slope excavation and blasting, reinforced soil slope construction, soil nail retaining wall construction, permanent erosion control, roadway realignment and widening, asphalt and concrete reconstruction, and general roadway enhancements such as curb and gutter installation, signage, guardrail systems, and pavement markings. Mr. Andrew Bradley has been instrumental in this project, providing the general contractor with comprehensive contractor quality control management (QCM) services. His responsibilities include contractor sampling and testing, daily Storm Water Pollution Prevention Plan (SWPPP) and erosion inspections, daily labor and equipment tracking, contract quantity pay item measurement, and ensuring construction adheres to Federal Highway Administration (FHWA) approved plans, specifications, and details. Andrew also coordinates all split samples with

federal agencies, managing packaging and shipping to the central land facility in Colorado. His proficiency in navigating federal processes and in-depth understanding of FP-14 specifications have been pivotal in maintaining project efficiency and compliance. His attention to detail and proactive communication with federal entities have facilitated smooth project progression, ensuring all regulatory requirements are met promptly. The total project cost is estimated at $32.25 million, covering both engineering and construction expenses. Andrew's role exemplifies his ability to manage complex infrastructure projects in collaboration with federal agencies, ensuring quality, efficiency, and adherence to stringent specifications.

4th Street Sanitary Sewer & Storm Drain Reconstruction
City of Sparks, Engineering Division
The 4th Street Sewer & Storm Drain Reconstruction Project in Sparks, NV, was a critical infrastructure upgrade to modernize the area's aging underground utility systems. The project involved the replacement of 1,200 linear feet of sanitary sewer pipe and 2,500 linear feet of storm drain, along with installing new manholes and drop inlets. The scope included field assessments, preliminary and final design, and
construction management assistance, ensuring the new system could support the increasing demands of neighborhoods, schools, and commercial developments. As Quality Assurance (QA) Field Inspector, Andrew Bradley played a key role during construction, ensuring that all installations met engineering specifications and regulatory standards. He conducted field testing and inspections, verifying the structural integrity of new pipes, manholes, and drainage systems. His responsibilities also included compaction testing of trench backfill to ensure proper support for underground utilities and monitoring pipe installations to confirm alignment, slope, and sealing requirements. Andrew worked closely with contractors and city representatives, helping to identify and resolve challenges as they arose. His attention to detail, technical expertise, and ability to communicate effectively contributed to the successful completion of the project, ensuring that the upgraded sewer and drainage infrastructure met the city's long-term needs.

Watt Area Neighborhood Street Rehabilitation Project, Reno, NV (08/2022 – 07/2023)
City of Reno
The Watt Area Neighborhood Street Rehabilitation Project was a significant infrastructure improvement initiative to enhance roadway conditions, pedestrian access, and underground utilities in Reno, NV. The project included storm drain improvements, sanitary sewer upgrades, roadway rehabilitation, and pedestrian infrastructure. The City of Reno provided survey data, pavement design, and preliminary civil design. At the same time, the project team finalized plans, specifications, and estimates (PS&E) and oversaw construction management, full-time inspection, and materials testing. The scope of work included removing and replacing curbs and gutters on both sides of the street, new sidewalk installation on one side of each roadway, and driveway and ADA ramp reconstruction to meet accessibility standards. Additionally, outdated catch basins were removed and replaced to improve drainage. On Watt Street from Mountain View Drive to Wildrose Drive, on-street parking was removed to accommodate the new sidewalk, requiring roadway realignment and profile adjustments. Further improvements included the installation of approximately 1,500 feet of new storm drain and 330 feet of new sanitary sewer main, along with coordination for water, storm drain, and gas relocations ahead of the roadway reconstruction. As a Field Inspector, Andrew Bradley was key in ensuring construction quality and compliance throughout the project. He conducted field testing and inspections, verifying the installation of storm drain and sewer infrastructure and the structural integrity of roadway

reconstruction efforts. His responsibilities included compaction testing of trench backfill, concrete testing for curb, gutter, and ADA ramps, and monitoring asphalt paving operations to ensure proper thickness, density, and material quality. Andrew worked closely with contractors, engineers, and city representatives, ensuring all construction activities met project specifications and regulatory requirements. His technical expertise, problem-solving ability, and attention to detail contributed to the successful completion of the project, improving roadway conditions and infrastructure reliability for the surrounding community.

RESUME

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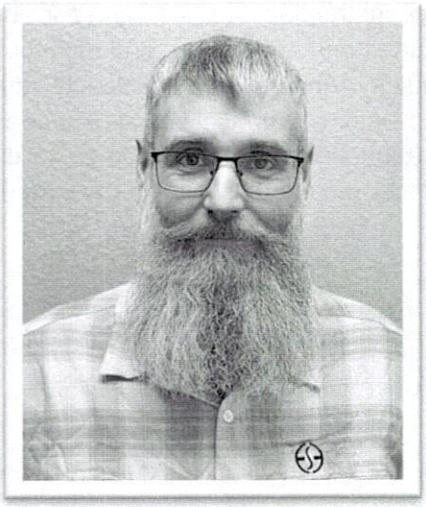
Bill Caraway, II
Field Inspector



EDUCATION
Wasilla High School
Wasilla, AK (2003)

REGISTRATIONS/ CERTIFICATIONS
NAQTC Certified: Sampling & Density, Asphalt Extended and Aggregate: Nevada No. 001401
Nuclear Gauge Certified
ACI Certified, Field Testing - Grade 1
Caltrans Certified OSHA 10-hour Training

YEARS OF EXPERIENCE
16 years
YEARS WITH ESE
9 years

PROFESSIONAL EXPERIENCE

Mr. Caraway brings over 15 years of experience in inspection, materials testing, and quality assurance for roadway and infrastructure projects across the Eastern Sierra and Northern Nevada regions. His expertise includes sampling, testing, and inspecting construction materials such as subgrade, base aggregate, hot mix asphalt (HMA), and Portland Cement Concrete (PCC). Bill's high level of experience in construction helps ensure compliance with local, state, and federal standards. Bill has played a key role in numerous projects, particularly in urban environments with strict accessibility requirements, regulatory guidelines, and pedestrian safety measures. His ability to ensure project specifications are met while navigating the challenges of infrastructure development highlights his expertise in technical execution and project coordination. With extensive experience in quality control (QC) and quality assurance (QA) operations, Bill ensures that construction materials and methods meet the highest durability, safety, and compliance standards. Mr. Caraway has performed field and laboratory testing to verify compaction, strength, and material integrity, helping to deliver long-lasting infrastructure. His attention to detail and problem-solving skills make him a trusted resource for maintaining construction quality. Beyond his technical expertise, Bill is known for his strong communication skills and ability to work effectively with contractors, agencies, and stakeholders. He coordinates efforts, resolves conflicts, and keeps projects on track, ensuring smooth execution and positive working relationships. His proven experience in quality assurance and project management makes him a valuable asset to any construction and materials testing team.

RELEVANT PROJECT EXPERIENCE

Hot Springs Road Reconstruction Project – Alpine County, CA
Sierra Nevada Construction

The Hot Springs Road Reconstruction Project in Alpine County, California, is an important infrastructure improvement designed to enhance roadway safety, accessibility, and resilience along Hot Springs Road from Laramie Street to Grover Hot Springs State Park. The project includes roadway widening, pavement rehabilitation, and underground utility upgrades to improve traffic flow, accommodate bicycle lanes, and provide better emergency access. The first phase of the 2024 construction season focused on underground utilities and roadway widening. As a Quality Control (QC) Technician, Bill Caraway played a key role in maintaining compliance with project specifications, drawing on his

4515 Towne Drive, Reno, NV 89521 (775) 828-7220 bcaraway@esengr.com

Caltrans experience and certifications to uphold strict quality standards. Bill performed compaction testing in utility trenches, working closely with Titan Electric to verify that backfill materials met the required density specifications. He also observed soil nail pull tests, confirming structural integrity. Additionally, Bill sampled and monitored shotcrete applications, ensuring that Drill Tech adhered to construction tolerances and project specifications. Bill's expertise with Caltrans standards and support from Eastern Sierra Engineering's team of professionals helped the contractor navigate the project's specific requirements and oversight from stakeholders. His technical guidance and proactive approach ensured the construction team had the knowledge and resources to meet compliance efficiently. Bill's attention to detail, technical knowledge, and strong collaboration skills were critical in maintaining quality control and project efficiency, helping to keep the project on schedule while ensuring compliance with all regulatory and engineering standards.

Las Brisas & Los Altos Resurfacing Project, Reno and Sparks, NV
Regional Transportation Commission of Washoe County

Upgrading Las Brisas Boulevard in Reno, NV, and Los Altos Parkway in Sparks, NV, required a detailed and coordinated effort, with ESE providing civil design, construction management, full-time inspection, and materials testing to ensure efficient and effective roadway improvements. Spanning Las Brisas from Robb Drive to McCarran Boulevard and Los Altos from Vista Boulevard to Vista Boulevard, the project involved patching, mill & fill, and slurry seal treatments to extend pavement life and enhance roadway conditions. ESE conducted extensive coring investigations, analyzing asphalt thickness in designated mill & fill areas, and performed a comprehensive pedestrian ramp survey, evaluating 43 existing ramps for ADA compliance and reconstructing curbs and gutters accordingly. With no survey data provided for roadway improvements, ESE utilized aerial imagery and field observations to document pavement edges and existing striping, implementing necessary upgrades to meet MUTCD and agency requirements. Utility adjustments were also key, with manholes and valve covers identified and adjusted to grade. ESE facilitated the acquisition of permanent and temporary easements to ensure legal compliance. Bill Caraway played a crucial role as a project field inspector and materials tester, overseeing construction activities, verifying that all aspects of construction met quality and regulatory standards, conducting on-site materials testing, and coordinating with contractors to ensure proper execution of mill & fill and slurry seal treatments. His attention to detail and commitment to quality control contributed to the successful completion of the project, enhancing roadway safety, accessibility, and longevity for the Reno and Sparks communities.

McCarran Boulevard Improvement Project – NDOT SPSR-0659(004) – (09/2022 – 09/2022)
Granite Construction

The McCarran Boulevard Improvement Project was a major roadway rehabilitation effort designed to enhance pavement quality, traffic flow, and overall safety along one of Reno's busiest corridors. The project involved resurfacing and reconstructing deteriorated roadway sections, upgrading intersections and traffic signals, implementing bike lane and pedestrian crossing improvements, and enhancing drainage infrastructure to protect against roadway wear and water accumulation. As a Quality Control (QC) Technician, Bill Caraway played a critical role in ensuring all asphalt paving operations met NDOT's compaction and material standards, particularly Percent Within Limits (PWL) specifications. He conducted asphalt density testing utilizing his thin-lift nuclear gauge, allowing for real-time compaction assessments. Through direct coordination with paving crews, Bill helped refine rolling patterns, ensuring the newly placed asphalt consistently met NDOT PWL criteria for long-term pavement durability

and performance. Bill was also responsible for performing nuclear gauge-to-core correlations in accordance with NDOT Test Method T335H, a critical process for ensuring accurate density determinations. His understanding of this procedure was instrumental in providing reliable compaction data for both Quality Control (QC) and Quality Assurance (QA) teams, maintaining consistency in density evaluations and ensuring compliance with NDOT specifications. Due to his vast experience, Bill was able to assist the Quality Assurance (QA) testing agency throughout the asphalt paving operations. He guided proper sampling procedures and ensured the QA team adhered to NDOT's testing standards. Without Bill's presence as the QC representative, the project risked falling behind schedule and failing to meet critical NDOT compliance benchmarks. Bill's technical expertise, leadership in quality control, and ability to effectively coordinate between QC and QA teams contributed to the successful execution of the McCarran Boulevard Improvement Project, delivering a high-quality, long-lasting roadway that met NDOT's rigorous PWL standards.

RESUME

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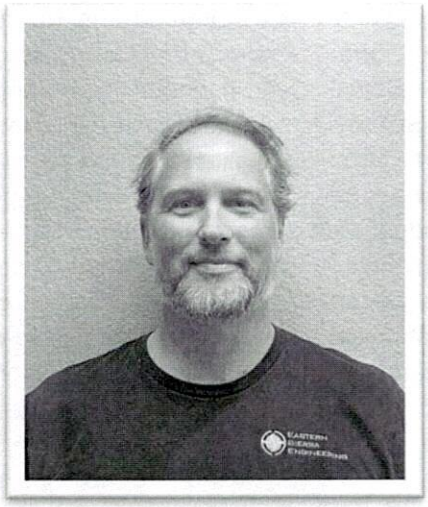
Scott Lazear
Field Inspector



EDUCATION
Studied Geography
University of Nevada Reno (2005)

REGISTRATIONS/ CERTIFICATIONS
NAQTC Certified: Sampling & Density, Asphalt and Aggregate
Nevada No. 001320
Nuclear Gauge Certified
ACI Certified Field Testing - Grade 1
Caltrans Certified OSHA 10-hour Training

YEARS OF EXPERIENCE
18 years
YEARS WITH ESE
17 years

PROFESSIONAL EXPERIENCE

Mr. Lazear has over 18 years of experience in field inspection and testing materials for roadway and public works projects across the Eastern Sierra and Northern Nevada. His expertise includes testing and inspecting soils, aggregate, asphalt, and concrete to ensure compliance with project specifications and industry standards. He holds NAQTC, ACI, and multiple Caltrans JTCP certifications and has extensive experience evaluating construction materials for durability and quality. Scott has worked on large-scale Caltrans highway projects and municipal infrastructure improvements, conducting field inspections to verify proper construction practices, material placement, and regulatory compliance. His role has included compaction testing, concrete sampling, asphalt density testing, and ensuring adherence to quality control (QC) and quality assurance (QA) standards. He collaborates closely with contractors, engineers, and agency representatives to facilitate clear communication, resolve field issues, and maintain accurate documentation. Known for his ability to multitask in high-pressure environments, Scott effectively manages inspection and testing responsibilities while ensuring construction quality and project timelines are met. His strong technical expertise, proactive problem-solving approach, and professional demeanor make him a valuable asset.

RELEVANT PROJECT EXPERIENCE

City of Reno Unit 3 Water System Modifications; City of Reno Unit 2 Main Replacement, Reno, NV
Truckee Meadows Water Authority

Scott played a key role in construction inspection for ESE, providing materials testing services for critical infrastructure projects in Reno, Nevada, including the Pump Station Rehabilitation Project, the COR Unit 3 Water System Modifications Project, and the COR Unit 2 Main Replacements Project. He conducted field inspections and compaction testing of trenching and backfill materials to ensure compliance with engineering specifications and regulatory standards, verifying stability and integrity. Working closely with contractors and project teams, Scott ensured proper installation and adherence to quality control measures and maintained accurate documentation, contributing to the successful execution and long-term reliability of Reno's water infrastructure systems.

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Lakeside Drive Rehabilitation, Reno, NV
Regional Transportation Commission of Washoe County

Scott was a field inspector and materials tester for the Lakeside Drive Reconstruction Project in Reno, Nevada, where ESE provided engineering design, construction management, and quality assurance services. Spanning 0.5 miles from McCarran Boulevard to Evans Creek Drive, the project included full roadway reconstruction, bike lane additions, curb and gutter replacement, drainage improvements, ADA-compliant ramp upgrades, and driveway reconstruction. Scott conducted compaction testing for subgrade and base materials, concrete sampling for sidewalks and curbs, and asphalt density testing to ensure compliance with project specifications. He worked closely with contractors and engineers to address construction challenges, maintain quality control, and ensure regulatory compliance. His technical expertise and attention to detail contributed to the project's successful completion, enhancing roadway safety, accessibility, and durability for the Reno community

GEŌDE
ENVIRONMENTAL

ESSRA MOSTAFAVI
MANAGING PRINCIPAL

KEY QUALIFICATIONS

Environmental Policy & Assessment | NEPA/CEQA | Regulatory Compliance | Project & Budget Management | Document Delivery | Water Resources | QA/QC | Planning Documents | Environmental & Urban Planning | CDFW Region 6 Designated Biologist | Biological Surveys | 1602, 401, 404 Permits | Natural Resource Policy

EDUCATION

M.A. in International Environmental Policy - Middlebury Institute of International Studies, at Monterey | May 2010

B.A. in International Relations - Environmental Policy: Energy Supplies, Technology, and Marine Environments - University of California, Davis | December 2007

RELEVANT EXPERIENCE

Managing Principal | Founder & CEO | January 2017-Current
Geōde Environmental | Public and Private Sector Environmental Assessment and Urban Planning:

- Drafting NEPA/CEQA compliance documents, technical reports, and financial documents
- Providing environmental consultative services to public and private entities
- Expert in program evaluation and planning
- Expert in policy analysis and formulation
- Supervising and developing budgets- private, state, and federal funding sources

Board Member | March 2021- Current
Lahontan Regional Water Quality Control Board |
Supporting Water Quality & Clean Water Act Regulatory Decisions:

- Reviewing NEPA/CEQA compliance documents and technical reports to ensure Clean Water Act compliance
- Providing environmental consultative services to the public, including 401 permitting guidance

NEPA EA EXPERIENCE

Affordable Housing | EA & FONSI | HCD | Town of Mammoth Lakes | Mono County | 2022
To support low-income households earning below 80% of the Area Median Income, Geōde drafted the NEPA EA/FONSI for this 100% affordable Housing Project. Geōde coordinated extensively with the Town of Mammoth Lakes, the California Department of Housing & Community Development (HCD) and the US Department of Housing & Urban Development (HUD) to comply with local, state and federal regulations. To ensure accessibility, all documents were provided in English and Spanish.

NEPA EIS EXPERIENCE

SBCTA & CALTRANS | I-10 Corridor EIR/EIS | San Bernardino/Los Angeles, CA | 2017
Lead Environmental Project Manager on EIR/EIS delivery for the $1.8 billion 33-mile 1-10 Corridor Project incorporating express-lanes per CEQA & NEPA. Managing project schedule, peer reviews of reports, EIR/EIS, and public outreach for community impacts of express-lanes. Coordinating Section 7 Consultation with USFWS for FESA.

NEPA- LOCAL ASSISTANCE EXPERIENCE

Hwy 111 Signalization Project | Caltrans | Rancho Mirage, CA
Coordinating with City's Traffic Engineer to formulate project description, securing cultural specialist to draft technical studies, and Caltrans on NEPA clearance, to implement signalization project installing fiber optic cable, ADA signals, and Centracs system for radio timing synchronization between traffic signals.

Dinah Shore Ave Signalization Project | Caltrans | Rancho Mirage, CA
Advising the City of Rancho Mirage on Interagency Agreement protocols providing signalization

improvements in Cathedral City's jurisdiction, per Caltrans HQ Local Assistance protocols. Consulting with Agua Caliente Tribe's THPO and Caltrans SHPO for Section 106 Consultation, and assisting the City in drafting an Environmentally Sensitive Area Action Plan due to sensitive Tribal Historic Resources adjacent to project footprint.

Metrolink Accessibility Project | SBCTA & Caltrans | San Bernardino County, CA
Environmental project manager on behalf of SBCTA managing consulting team. Coordinating FHWA and Caltrans approval of pedestrian and bicyclist transit safety improvements around seven Metrolink stations in the cities of Montclair, Upland, Rancho Cucamonga, Fontana, Rialto, and San Bernardino, CA.

CEQA EIR EXPERIENCE

DTSC | CEQA SUPPLEMENTAL/SUBSEQUENT EIR | Westmorland, CA | 2020
Project Lead working with CEQA attorney, DTSC, client, Imperial County, and subcontractors delivering CEQA supplemental/subsequent EIR and technical studies for hazardous waste repository. Drafting CEQA SEIR and managing project schedule with client and DTSC.

California High Speed Rail | Palmdale To Burbank Section EIR | 2017
Principal CEQA policy sufficiency reviewer for Project EIR and supporting environmental technical studies. Coordinating with environmental specialists and Rail Development Partner to conduct technical peer review per CEQA, industry standards, and the California High Speed Rail Commission's Environmental Methodology Guidelines.

SBCTA & CALTRANS | I-15 Express Lanes EIR| San Bernardino, CA | 2017
Environmental document lead on behalf of SBCTA, for the $461.3 million 14-mile I-15 Corridor Project incorporating express-/toll-lanes. Coordinating with Caltrans, SBCTA, and the consultant team, directing environmental strategy, community outreach, and conducting CEQA /NEPA document peer reviews and document delivery.

CEQA CE & IS EXPERIENCE

40-Acres Fire Break CEQA CE & CalFire Environmental Review Report | CalFire | Bishop, CA | January 2022 - Current
Directed this fuels reduction and habitat enhancement project, funded through a CalFire Grant. The 40-Acre Fire Safe Council project plans to develop a firebreak and uplift of riparian areas on LADWP lands surrounding the residential community. Drafted CEQA CE & CalFire Environmental Review Report (CEQA Appendix G). Coordinated with LADWP, CalFire & CDFW to implement the project.

Dominguez Channel Bike Path CEQA IS | City of Carson, CA | 2021-Current
Project manager delivering USACE 404 Permit compliance; Lahontan RWQCB 401 Permit compliance. Drafted Biological Resources Report for project footprint; coordinating with DTSC and City on Cortese List sites relating to hazardous waste. Drafting MMRP compliance measures and bird nesting logs and stranded aquatic wildlife logs. Ongoing.

CalOES- North Round Valley Bridge Over Pine Creek | Round Valley, CA | Inyo County, Public Works | CA | 2021-2023
Project manager delivering CDFW Lake & Streambed Alteration Agreement 1602 Permit compliance; USACE 404 Permit compliance; Lahontan RWQCB 401 Permit compliance. Drafting MMRP compliance measures and bird nesting logs and stranded aquatic wildlife logs.

ATP Lone Pine Sidewalk Construction and ADA Improvement Project CE & NOE| Lone Pine, CA | Inyo County, Public Works | CA | 2021
Project manager delivering the CEQA CE, Notice of Exemption & Environmental Commitments Record/Mitigation Monitoring & Reporting Program for Inyo County in March of 2021. Coordinating with client, Caltrans landscape architect and CDFW, for environmental clearance.

Cartago Peak Bottling & Brewery Technical Reports | Cartago, CA | Inyo County, Planning Dept | CA | 2019
Project manager delivering technical reports for CEQA IS. Directing Biological Assessment Report & Cultural Resources Report Assessment delivery, cultural surveys/CHRIS Database search, coordination with CDFW and Inyo County on CUP, drafting Initial Study and CEQA documentation. Coordinating with client, regulatory agencies, and the public for environmental clearance.

Lake Olancha Resort Project Technical Reports | Olancha, CA | Inyo County, CA | 2019
Project manager delivering technical reports for CEQA IS. Directing Biological Assessment Report &

Cultural Resources Report Assessment delivery, cultural surveys/CHRIS Database search, coordination with CDFW and Inyo County on CUP, drafting Initial Study and CEQA documentation. Consulting and liaising with resource agencies, Native American tribes, non-governmental organizations, and the public for environmental clearance.

SBCTA & CALTRANS | SR-210 Mixed Flow Lane Project CEQA | San Bernardino County, CA | 2016
Environmental lead at PDT meetings, providing strategic environmental guidance, and peer reviews for all environmental studies and documents for the project. Representing SBCTA with Caltrans in permitting efforts with USACE.

SBCTA & CALTRANS | SR-210 Base Line Interchange Project CEQA | San Bernardino County, CA | 2016
On behalf of SBCTA, performing all facets of coordination with Caltrans engineers, paleontologists, air, noise, hazardous waste specialists, biologists and cultural specialists, for environmental clearances. Operating as a task manager, keeping staff accountable to timelines and assisting coordination with regulatory agencies.

CalEPA EXPERIENCE

State Water Resources Control Board | MY Montecito, Inc. SH | Riverside & Los Angeles, CA Case manager creating resolution and remediation strategy addressing Santa Ana State Water Resources Control Board's Cleanup and Abatement Order (CAO). Working with Water Boards, environmental attorneys, and hazardous waste consultant to comply with state regulations and bring site to remediation. 2018-2019

Department of Toxic Substances Control- Aerially Deposited Lead Policy Memo | SBCTA Drafting implementation policy memo on DTSC's then-new enforceable agreement with Caltrans on management (i.e. stockpiling, disposal, tracking, transportation, and final placement) of aerially deposited lead (ADL) -contaminated soils excavated by Caltrans on highway improvement projects.



JOEY GANSER, PE

PROJECT MANAGER

PROFESSIONAL BIO

Mr. Ganser began his career in the electrical industry as a designer and estimator for a prominent electrical contractor. With a passion for precision and innovation, he joined PK Electrical in 2007, where he began as an electrical designer. Demonstrating exceptional leadership and technical acumen, Joey was first promoted to Engineering Operations Manager, followed by his advancement to Principal of Engineering in 2013, overseeing a spectrum of critical responsibilities. Known for his comprehensive approach to project management, Joey not only designs but also oversees electrical projects, ensuring adherence to industry standards. Joey's dedication to defining the standard, and his proactive leadership, have solidified his reputation as a driving force within the organization.

EMPLOYMENT

PK Electrical, Inc.
Principal of Engineering
2007 - Present

EDUCATION

B. S. Electrical Engineering
Rochester Institute of Technology, 2007

PROFESSIONAL EXPERIENCE

18 Years

PROFESSIONAL REGISTRATIONS

NV, 21011
CA, 19761
MT, 31023
UT, 8984945-2202

AFFILIATIONS

Illuminating Engineering Society of North America, Member

Associated General Contractors, Member

Nevada Women's Fund, Board Member

RELEVANT EXPERIENCE

NEVADA ARMY NATIONAL GUARD

Airfield Perimeter Lighting Replacement | Stead, Nevada

This project involved retrofitting the existing perimeter pole lighting for the airfield. There were approximately 20 poles, with most poles containing 2 lighting fixtures. The majority of the pole bases were replaced. The power for the lighting originally came from the C-12 Hangar. The existing motion sensor control system was not functioning properly. Our design included new apron lighting and poles, controls and feeders. Construction costs were $389,000.

EUREKA AIRPORT

Airfield Lighting | Eureka, Nevada

PK completed the electrical design which included removing the existing runway edge lights, transformers, and cable connectors; installing new LED runway edge lights and threshold lights with heaters on the existing base cans with new isolation transformers and cable connectors. We also added 2 REIL systems at both thresholds and a contingency for possible removal of a few base cans and cable back to the nearest base cans. Construction costs were $205,275.

MINDEN-TAHOE AIRPORT

Airport Fencing Project | Minden, Nevada

This project involved the installation of new security fencing around the perimeter of the airport, including 11 vehicle gates and 5 pedestrian gates. Design for increased access control of the vehicle gates included new card readers, VOIP intercoms with integrated CCTV cameras, illuminated directory signs, vehicle detection loops and lighting. The card access control systems installed on the pedestrian gates were equipped with control panels, fiber network switches, head-end servers, software and smart card printers.

MINDEN-TAHOE AIRPORT

Apron Lighting System | Minden, Nevada

This project included the replacement of existing apron lighting with new LED technology. PK provided the lighting and power design for demolition, new apron lighting, lighting controls, conduit and wire, circuiting, panel schedule(s), electrical details, and both lighting and load drop calculations. The equipment was designed to meet Buy-America standards.

Battle Born Ventures, LLC
600 Gleeson Way Sparks, Nevada 89431
www.battlebornventures.com
main (775) 813.4934 ☆ fax (775) 359.4476

Grant R. Alexander, P.L.S.

EDUCATION

Oregon Institute of Technology, Klamath Falls, OR 2003
Bachelor of Science in Geomatics

CERTIFICATION AND PROFESSIONAL AFFILIATIONS

State of Nevada Board of Professional Engineers and Land Surveyors
License # – 19051 Discipline – Professional Land Surveyor Exp. 12/31/2026

State of Oregon Board of Professional Engineers and Land Surveyors
License # – 72564 Discipline – Land Surveying Intern

Nevada Association of Land Surveyors - Lahontan Chapter

EXPERIENCE

BATTLE BORN VENTURES, LLC, SPARKS AND FERNLEY, NV
June 2010 to Present
Principal land surveyor for civil engineering and land surveying consulting firm specializing in land, energy, and mining resource development. Direct responsibilities included preparing land surveying cost estimates, land records research, project planning, survey calculations and computations, field surveying tasks using GPS and conventional equipment, legal description preparation, drafting, and final map preparation.

TRC ENGINEERS, INC., RENO & FALLON, NV
June 2003 to June 2010
Employed as survey technician, survey party chief, and project surveyor for civil engineering consulting firm specializing in land and resource development. Direct responsibilities included, land records research, project planning, survey calculations and computations, field surveying using GPS and conventional equipment, legal description preparation, drafting, and final map preparation.

OREGON INSTITUTE OF TECHNOLOGY FACILITY SERVICES, KLAMATH FALLS, OR
September 2002 to June 2003; September 2001 to June 2002; September 2000 to June 2001
Employed as part-time survey and drafting technician while attending college. Duties included locating and surveying campus utilities and incorporating the data into digital base map.

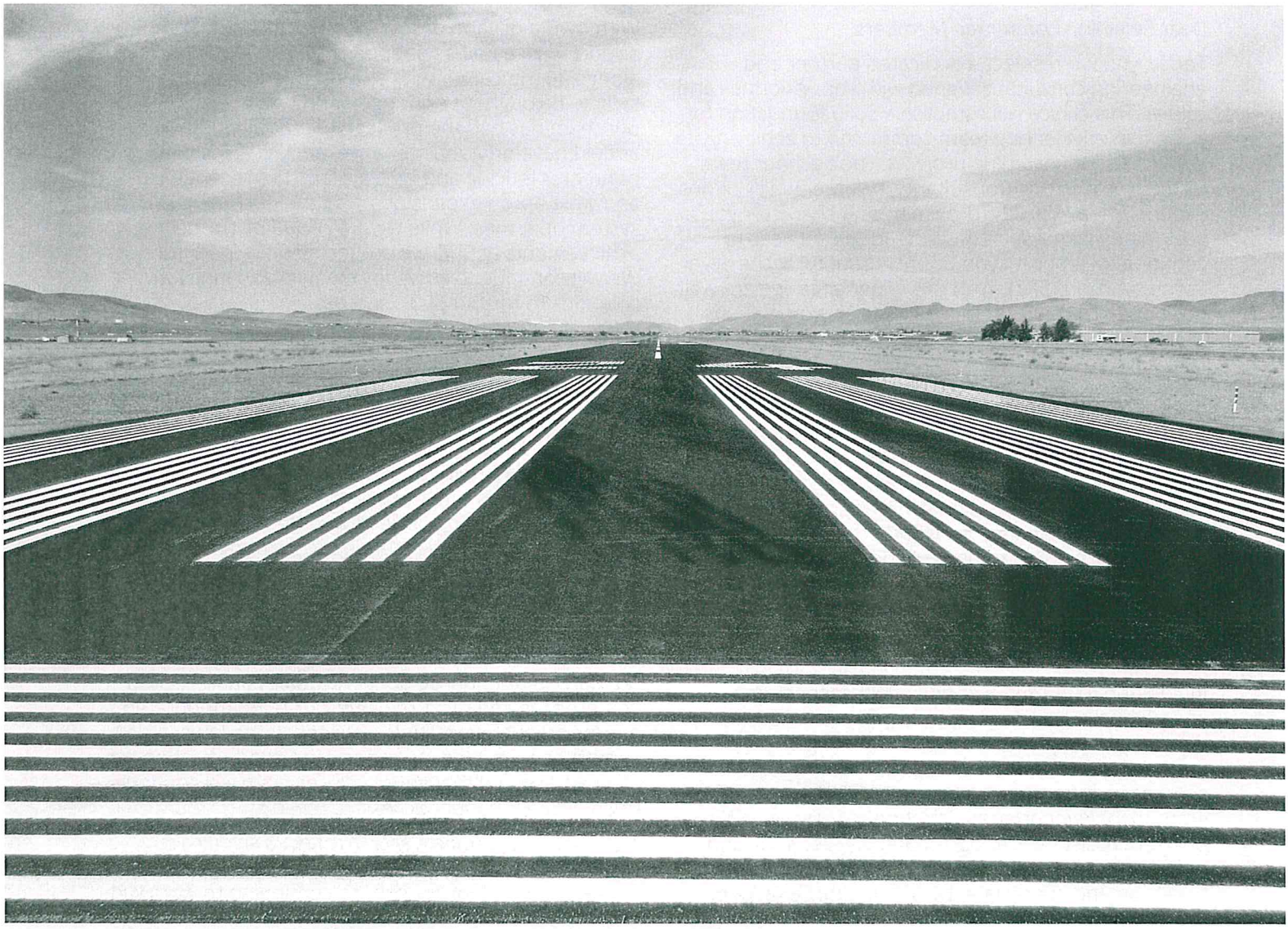
UNITED STATES DEPT. OF TRANSPORTATION, WESTERN FEDERAL LANDS HIGHWAY DIVISION, VANCOUVER, WA
June 2002 to September 2002
Employed as a seasonal survey technician working on a survey crew performing topographic surveys for highway reconstruction. Duties included operation of survey equipment, reduction of level notes, clearing brush and setting survey monuments.

TOOTHMAN-ORTON ENGINEERING, MCCALL, ID
June 2001 to September 2001
Employed as a seasonal survey technician working on a survey crew. Duties included operation of survey equipment, survey calculations and preparing equipment for daily operations.

KIEWIT INFRASTRUCTURE WEST CO., VANCOUVER, WA
June 1999 to September 2000
Employed as an intern survey technician on a construction crew. Duties included, operation of survey equipment, fiber optic alignment staking, as built surveys, quantity estimates and preparation of record drawings.

References Available On Request

Lochner

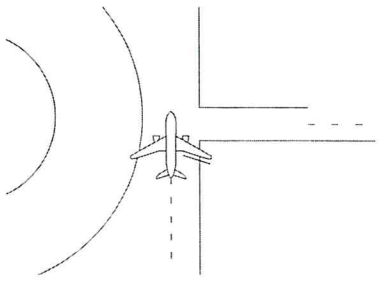


Statement of Qualifications

March 14, 2025

Silver Springs Airport (SPZ)

Statement of Qualifications for Airport Engineering Services
RFQ-2025-01



Lochner

1575 Delucchi Lane, Suite 219 • Reno, NV 89502
OFFICE 775.346.3010 • hwlochner.com

Dear Selection Committee Members,

Today, you will reselect a dedicated partner and engineering consultant aligned with your priorities and values. This choice will establish a solid foundation for a capable engineering team committed to achieving your goals for upcoming projects. The Lochner team, formerly Armstrong Consultants, has the qualifications, experience, availability, proximity, and character you seek, along with a suite of value-added services to continue to support Lyon County (County) at the Silver Springs Airport (SPZ). With this experience, we are well positioned to continue exceeding your expectations.

Premium Level of Service

We tailor our services based on the unique needs of each of our clients. For SPZ, we will continue to provide a high level of personalized client support, and an inception-to-completion approach for all airport projects. Our comprehensive engineering and construction administration services are complimented by our airport planning team and other value-added services. With our in-house collaboration between departments, we collectively tackle any engineering, planning, construction administration, or airport operational and management issues or questions that may arise.

In addition to our team of engineers, inspectors, and planners, Lochner has a deep bench of support personnel who provide additional staffing and assurances to meet any deadline or needs. These services include airport management advisory services, grant management/administration assistance, DBE program assistance, airport marketing services, and other resources that our airport clients have grown to rely on and appreciate. By offering these unique services, we alleviate much of the administrative workload from our clients, freeing them up to focus on more critical day-to-day needs. We pride ourselves on being able to offer a personalized level of service and have successfully done so for over 60 years.

Historic Knowledge & SPZ Expertise

Lochner's partnership with the County and SPZ began in 2013. Our history and capabilities will continue to benefit the County and SPZ by providing a responsive, consistent team, uniquely qualified to provide an exceptional level of aviation expertise, while offering a wealth of in-house services. We recognize the importance of the public/private partnership the County has with the airport management company and will continue to engage with all parties at the direction of County staff.

With over a decade of successful experience at the airport, our team has supported SPZ in expanding alongside the community as a premiere aviation facility. Throughout our engineering partnership, our team has had the privilege of coordinating SPZ's airfield pavement maintenance, an AWOS installation, perimeter fencing and gate system, the recent east and west apron expansions, and the upcoming lighting system upgrades. While we are proud of our past achievements at SPZ, we are focused on the future. We will continue to strive for creative and innovative solutions to further SPZ's success.

Nevada Aviation Expertise & Proximity

We are experts in the unique needs of Nevada's airports and currently serve 11 airports in the state, including SPZ. In the last five years alone, we have helped our Nevada clients receive over $38 million in FAA funding. We will continue to facilitate frequent face-to-face meetings with County representatives and staff to present upcoming projects and development at the airports. In our experience, clear communication and well-grounded processes lead to mutually agreeable solutions and save time in project development.

Given our commitment to Nevada airports, we also stay active in the local aviation community. We are regularly in attendance at all Nevada aviation-related conferences and most recently, our team moderated and/or presented multiple sessions at the latest NVAA conferences in Reno. As experts in Nevada aviation, you can rest assured that your Lochner team will continue to advocate for your success.

The upcoming projects at SPZ reflect a significant commitment to maintaining and improving your airport, and we look forward to continuing to work with you to develop a plan for long-term sustainability and economic growth for the region. Having established an in-depth understanding of your airfield, projects, and goals, we will continue to seamlessly prioritize your projects without delay.

We are grateful for your consideration and the opportunity to continue as your airport engineering team. We are committed to the success of SPZ and continuing to make your vision a reality. If you have any questions about our submittal or would like further information, please contact me.

Sincerely,

Nadine CB

Nadine Burgard, PE | Nevada Market Lead
775.346.3011 | nburgard@hwlochner.com
1575 Delucchi Lane, Suite 219, Reno, NV 89502

FIRM'S EXPERIENCE & QUALIFICATIONS

Firm Overview

Founded in 1944, Lochner provides planning, environmental, design, and construction management services for aviation, surface transportation, rail, and transit infrastructure clients. Our firm has over 1,200 professionals throughout the U.S. who are client-focused and performance-driven. Lochner's aviation staff and past projects featured in this submittal demonstrate the firm's capability to work collaboratively with our clients and agencies to develop and implement innovative planning, design, and construction strategies that provide significant schedule, budget, and end-user benefits.

Lochner has also grown significantly in the past two years. We recently acquired K. Friese + Associates—a firm specializing in infrastructure services; Armstrong Consultants—an aviation only practice whose western U.S. presence and experience helped establish our National Aviation Practice; KOA—a leading transportation services firm in California; and Triunity—a national firm specializing in infrastructure and PM/CM services for a variety of clients. It is an exciting time to be a part of the Lochner family of companies, and **we look forward to sharing this excitement with SPZ**.

100+ Dedicated Airport Professionals

60 Years of Aviation Experience

3,000+ Airport Projects Completed

15 States with Active Clients

11 Years Serving SPZ

WHY CHOOSE US?

EXPERIENCE – Our aviation team has grown to over 100 people and have completed more than 3,000 airfield projects. This means providing you with a team that has completed projects just like yours, at airports just like yours, dozens of times over. No surprises, no challenge that we can't solve.

EXPERTISE – We have built extensive expertise in airport planning, engineering, and construction administration serving general aviation airports, commercial service airports, and military airfields. All of our internal processes are designed to deliver airport planning and development projects in accordance with FAA specifications and regulations. We will continue to apply this expertise to develop effective solutions to your challenges and to the delivery of your projects.

SERVICE – Our culture is built on providing an exceptional level of client service. We will provide you with this same level of exceptional, proactive, personalized service that our current clients, some of whom have been with us for more than 60 years, have come to know and expect. This means that although our business is aviation, our priority is you...your projects, your needs, and your airport!



KEY WESTERN U.S. OFFICE LOCATIONS

Nevada
1575 Delucchi Lane
Suite 219
Reno, NV 89502

Arizona
2345 S. Alma School
Road, Suite 208
Mesa, AZ 85210

Colorado
715 Horizon Drive
Suite 225
Grand Junction, CO
81506

*Lochner's team is committed to supporting Nevada's aviation community and possesses the expertise required to continue serving the County at SPZ. Our **certifications, licenses, and professional affiliations** are detailed in Appendix A - Personnel Resumes.*

*Examples of our **high-quality work products** are provided in Appendix B.*

Lochner Services

Our engineers are licensed throughout the United States and are committed to engineering excellence, cost control, sponsor involvement, on-time completion, and up-to-date technology. Working with our other in-house disciplines enables the engineering team to evaluate proposed solutions in the context of the entire project, optimizing performance and minimizing cost.

Our firm has vast experience, knowledge, and expertise with airport development and is eager to support you. Lochner's professional planning and engineering portfolio provides a complete range of airport-focused design services, including, but not limited to:



Nadine Burgard, PE
Nevada Market Lead
Engineering Project Manager



Allison Thomas, PE
Senior Engineer

Airport Engineering Services

- Runways, Taxiways, and Aprons
- Perimeter Fence and Security Upgrades
- Airfield Lighting, Signage and Visual Aids
- Terminal and Landside Facilities
- Snow Removal Equipment and Buildings
- Hangar Facilities
- Navigational Aids (NAVAIDs)
- Contractor Bidding
- Aircraft Rescue and Fire Fighting (ARFF) Equipment and Facilities
- Pavement Design
- Fuel Facilities
- AGIS Obstruction Surveys
- Roadways and Parking
- Safety and Operations Plans
- Utility Design and Relocations
- Geotechnical Investigation
- Landside Development
- Grant Administration and Funding
- Drainage and Stormwater management
- Airport Grading and Geometry



Matt Tomasson
National Planning Lead



Jordan Harte
Airport Planner

Airport Planning Services

- Airport Master Planning
- Airport Layout Plans (ALP)
- Electronic ALPs (eALP)
- Airspace Obstruction Analysis
- Airport Noise Analysis
- Analyze Thermal and Visual Plume Impacts
- Aviation Forecasting
- Benefit-Cost Analysis
- Capital Improvement Planning
- Cultural and Historical Resource Reviews
- Environmental Site Reviews
- Environmental Studies
- FAA Aeronautical Surveys
- GIS Aeronautical Data Collection
- GIS Airport Planning Tools
- Government Relations Tools
- Instrument Approach Procedure Coordination
- Land Use Compatibility Planning
- Public Involvement/Consensus Building
- Special Studies – RPZ Analysis

Environmental Services

- Environmental Assessments
- Categorical Exclusions
- NEPA & State Compliance
- Noise Compatibility Studies
- SWPP/SWCC Plans
- Wetland Delineation/Mitigation



Karson Farrell
Field Services Manager

Resident Project Representatives

- Full-Time Resident Inspection
- Safety and Operation Plans
- Testing Requirements
- Contractor Pay Requests
- Final Reports
- Project Closeouts

Drafting/Design



Danny Reed
CAD Manager

- Construction Plan Sets
- Airside & Landside Development Exhibits
- 2D & 3D Aircraft Maneuver and Parking Simulation
- GIS Data Mapping
- Categorical Exclusion Exhibits
- 7460-1 Exhibits
- UAS Operations for Real Time Data Collection



Erik Vliek, MBA
Business & Operations Manager

Grant Management

- Delphi Requests
- Submit Grant Applications
- Complete Required FAA Grant Forms
- Complete Required State Grant Forms
- Grant Troubleshooting



Cheree Schouten
Project Coordinator

Project Coordination

- Edit Technical Specifications
- Aid in Drafting Grant Applications
- Coordinate Project Advertisement with Sponsor and Newspaper
- Upload Project Information to Website
- Develop and Coordinate Contract Documents with Sponsor and Contractor
- Assist in Project Closeout Procedures
- Facilitate Bidding Processes
- Update Grant Paperwork



Mike Dikun, CM, CAE
Airport Management Advisor

Airport Management Advisors

- Tenant Relations and Lease Development
- Airport Operations and Safety Management
- Innovative Revenue Generation from Non-Aeronautical Uses
- Cooperative Development Agreements for Public and Private Partnerships
- Airport Revenue Generation and Expenditure Management, including other budgetary and financial requirements
- Engagement and Collaboration with Local, State, and Federal Elected Representatives, Stakeholder Engagement, and Community Expectation Management
- Exploration of Non-Federal Funding Sources



Jessica Callow
DBE & Title VI Coordinator

Title VI

- Coordinate with Sponsor to Assign Title VI Coordinator
- Assist Sponsor's Title VI Coordinator with FAA Connect Website Access
- Create Sponsor's Title VI Plan and CPP, including Demographic Data Collection and Assessment through Various Methods
- Evaluate Data for Potential Community Impacts
- Assist Sponsor in Community Outreach, Training Materials, and Compliance Requirements
- Finalize Title VI Plan and CPP and Submit to FAA Civil Rights Connect Website
- Ensure Record Compliance with USDOT 49 CFR Part 21 Requirements
- Update and Maintain Website Link for FAA Compliance with Sponsor's Civil Rights Programs

DBE Coordination

- Complete Yearly Achievement Reporting on NPIAS Airports
- Attend Annual FAA Civil Rights Convention for Program Updates
- Foster Positive Relationships with FAA DBE Compliance Specialists
- Track Payments to DBEs on Projects
- Identify and Engage Local DBE Firms for Project Participation
- Review Past Goals and Accomplishments for FAA-Funded Projects
- Determine Availability of DBE Firms and Expected Participation
- Break Out Race-Neutral versus Race-Conscious actions. This is Dependent on Past Years' Accomplishments and Records
- Review Other Information Sources such as State DBE Directory and Other Information Sources

EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL

Organizational Chart & Team Structure

Our team is fully committed to providing 100% availability to take on and execute your upcoming projects with the highest level of quality. Each member brings dedicated expertise and is ready to contribute to the success of your projects. Individual qualifications are detailed in Appendix A - Personnel Resumes, ensuring you have a clear understanding of the team's capabilities, roles, and commitment to meeting your needs.

Natasha Ashby
State Aviation Manager

Messar Mustafa
Civil Engineer

Planning Support



Matt Tomasson
National Planning Lead



Jordan Harte
Airport Planner

Engineering



Nadine Burgard, PE
Engineering Project Mgr. Nevada Market Lead



Allison Thomas, PE
Senior Engineer



Laryssa Ikehara, EIT
Airport Design Engineer



Kevin Groves, PE
Electrical Engineer

Client Services



Mike Dikun, CM, CAE
Territory Mgr. | Airport Management Advisor



Erik Vliek, MBA
Grant Management Business & Ops Mgr



Jessica Callow
DBE & Title VI Coordinator

CAD Support



Danny Reed
CAD Manager Drone Pilot

Resident Project Rep.



Karson Farrell
Field Services Manager

Subconsultants

WESTEX Consulting Engineers



Blake Carter, PE
President

Selected to provide Geotechnical Services | Westex Consulting Engineers was founded in 2020 to provide professional engineering services including Geotechnical Investigation Reports, Special Inspections, Construction Materials Quality Control, and consulting services for land development and various civil engineering and transportation projects in Nevada and California. Their internal QA/QC processes allow them to communicate logically via a clear itemized scope of work including field hours, exploration depths, planned sampling intervals, and laboratory program. Cleanliness is an absolute necessity while performing soil borings within existing pavements at airfields. Foreign Object Debris (FOD) including sand and light gravel from soil boring cuttings, must be thoroughly removed and the pavements cleaned upon patching boreholes. Their experience on airfields across Nevada demonstrate their approach and execution in following project (and exploration) specifications.

Relevant Airport Project Experience

Lochner has served Nevada airports, including SPZ, for decades. Over these years our partnerships, perseverance, and hard work have resulted in hundreds of airport improvement projects at Nevada airports. As such, we are intimately familiar with aviation in Nevada and the close working relationships with the FAA and the Nevada Department of Transportation Aviation Division (NDOT). Working with these two entities on a day-to-day basis, Lochner concentrates our efforts to helping airport sponsors maximize the benefit of every dollar invested.

We have an established track record of completing projects on time and budget. This starts at the moment of project conception, followed through to our engineering estimate, and ultimately project completion. Because Lochner provides aviation services in 15 states, for over 100 airports, and typically completes 40-50 AIP funded projects each year, the table below is just a small representation of Lochner projects, all of which were FAA funded. We have included further details for select relevant projects in the coming pages. However, within the last five years alone Lochner has completed more than:

70 Pavement Maint. Projects

50 Runway Projects

35 Taxiway Projects

35 Apron Projects

30 Electrical/Lighting Projects

25 Fencing Projects

10 Environmental Assessments

40 Airport Master Plans

100+ Capital Improvement Plans

55 Airport Layout Plans

NEVADA AIRPORT	Runway	Taxiway	Apron	Electrical / Lighting	Building / Equipment	Fencing	Fuel System	Environmental Assessment	Airport Master Plan	Airport Layout Plans	Capital Improvement Plans	Pavement Maintenance	Grant Administration	DBE Services	Engineering Services	Planning Services	Federally-Funded Projects
Silver Springs Airport	■		■	■		■			■	■	■	■	■	■	■	■	■
Alamo Landing Field	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Derby Field	■	■		■	■	■	■	■	■	■	■	■	■	■	■	■	■
Ely Airport	■	■	■							■	■	■	■	■	■		■
Hawthorne Industrial		■	■	■		■				■	■	■	■	■	■	■	■
Jackpot Airport		■	■	■		■			■	■	■	■	■	■	■	■	■
Lincoln County Airport	■						■	■		■	■	■	■	■	■		■
Minden-Tahoe Airport	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Wells Municipal Airport	■		■	■	■						■	■	■	■	■		■
Winnemucca Municipal	■	■	■	■	■	■		■		■	■	■	■	■	■		■
Yerington Municipal			■	■							■	■	■	■	■		■

The following project examples reflect Lochner's experience and ability to execute airport infrastructure planning and development; maintenance of airport pavements, lighting systems, drainage, and utility infrastructure; and environmental and regulatory compliance for FAA and NEPA requirements.

HAWTHORNE INDUSTRIAL AIRPORT (HTH) | HAWTHORNE, NV

Taxiway A Reconstruction



An important recent step towards helping Mineral County achieve their goals for HTH was the completion of the Taxiway A reconstruction project. This project had been on the ACIP for several years. Lochner worked with the County to build a strong justification for this project and we were successful in obtaining FAA Supplemental AIP funding for the project, which provided 100% FAA funding. Without this 100% funding, the County would have struggled to afford their local match for the project. This project included the reconstruction of the partial parallel Taxiway A. In addition to reconstructing the failing pavement, the taxiway was shifted farther away from the runway in order to meet the current FAA design standards. The project also included extensive grading and drainage improvements and new lighted guidance signs. In addition to the portion of the project that was constructed, the design for this project also included an additional portion of taxiway that would make Taxiway A a full parallel taxiway. This portion was bid with the project that was recently constructed, however due to limited available funds, it was not awarded. This portion of the project will be carried forward and will be held in reserve until another 100% funded grant opportunity is available.

PROJECT SCHEDULE
Scheduled Days: 55 Days | **Actual Days**: 55 Days

PROJECT BUDGET
Engineer Estimate: $2,756,273
Awarded Bid: $2,859,133
Final Cost: $2,706,743

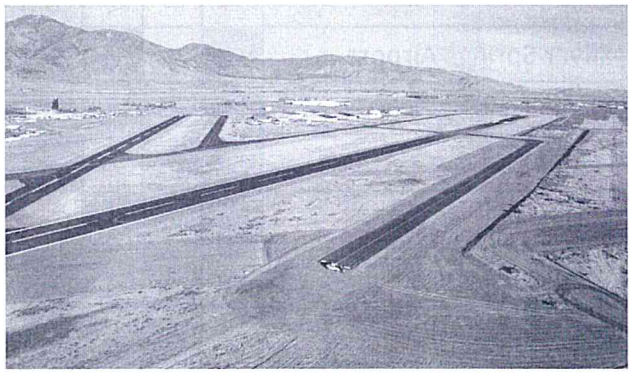
Electrical Updates

Lochner collaborated with the airport on a significant project to replace their electrical vault and associated equipment, including the vault, beacon, tower, PAPIs, and REILs. The existing equipment had reached an age where failure was imminent, and its maintenance had become a recurring issue. For instance, airport staff had to manually climb the beacon to conduct repairs instead of utilizing the more efficient tip-down method available with modern equipment.

Given the magnitude of this upgrade, meticulous planning and effective management of grant funding were crucial. Lochner took on the responsibility of ensuring that the project was carefully coordinated and executed, adhering to all necessary guidelines and regulations.

MINDEN-TAHOE AIRPORT (MEV) | MINDEN, NV

Taxiway Z Construction



This project involved constructing a new partial parallel taxiway, Taxiway Z, on the eastern side of Runway 16-34, along with three connector taxiways. The primary purpose of Taxiway Z is to facilitate access to and from the new hangar development area on the eastern side of the airport. The asphalt pavement design supports aircraft weighing up to 150,000 lbs DWG, accommodating large corporate aircraft, as well as BAE146 and C-130 firefighting aircraft. Given the scale of the project, extensive grading and drainage elements were incorporated, including a comprehensive drainage study to size the necessary large box culvert beneath the taxiway.

Due to funding limitations, only a portion of the southern half of Taxiway Z and one connector taxiway were funded during the initial phase of construction. The second phase, funded by a FY20 AIP supplemental grant, encompassed the remaining section of the southern half and a portion of the northern half of Taxiway Z. The final phase covered the remainder of the northern half of Taxiway Z and included two connector taxiways. As these taxiways are expected to connect directly to future aircraft parking aprons, retroreflective taxiway edge markers are being installed instead of taxiway edge lights.

PROJECT SCHEDULE
Scheduled Days: 90 Days | **Actual Days:** 85 Days

PROJECT BUDGET
Engineer Estimate: $2,979,757
Awarded Bid: $2,395,394
Final Cost: $2,900,822

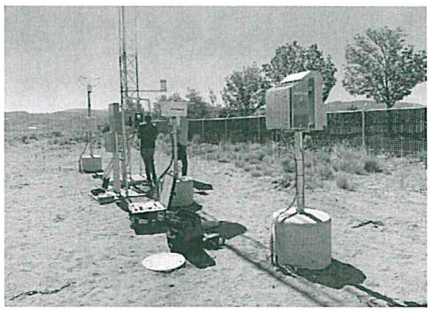
Due to additional available budget, additional scope was added to the project during construction

CARSON CITY AIRPORT (CXP) | CARSON CITY, NV

AWOS Relocation

This project involved an update to CXP's AWOS system with a system relocation and upgrade to the equipment components. The revised location of the system was based on current FAA siting criteria, as the previous location did not meet this standard and conflicted with future development at the airport. Updating this AWOS involved evaluation of existing system components to improve functionality and reliability. At the time of installation, some of the system sensors were no longer supported and were due for replacement with upgraded parts. The system installation included a new tower and foundation, new sensor foundations and relocation of relevant parts, and extending power and communication to the new system location. This project began construction in May 2022 and was completed in June 2022. The commissioning was successfully completed with the equipment manufacturer and the FAA in July 2022.





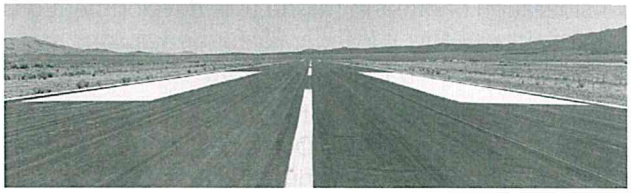
PROJECT SCHEDULE
Scheduled Days: 30 Days | **Actual Days:** 30 Days

PROJECT BUDGET
Engineer Estimate: $86,815
Awarded Bid: $155,263
Total Cost with Equipment: $315,550

WELLS MUNICIPAL AIRPORT (LWL) | WELLS, NV

Runway 8-26 Rehabilitation

LWL's runway rehabilitation aimed to address critical updates affecting safety and operational efficiency. The project was initiated due to the airport's need to update the runway numbers, which provided an opportunity for pavement rehabilitation. The pavement underwent crack filling and a seal coat to ensure longevity and a smooth surface. The change in runway markings also necessitated updates to all airfield signage. Challenges arose with ineffective paint removal due to pavement conditions, requiring a creative solution with a black paint outline for visibility and pilot safety. Leveraging lessons from similar projects, the team successfully completed this extensive project, enhancing airport safety and operational efficiency.



PROJECT SCHEDULE
Scheduled Days: 7 Days | **Actual Days**: 7 Days

PROJECT BUDGET
Engineer Estimate: $155,454
Awarded Bid: $149,700
Final Cost: $148,200

SILVER SPRINGS AIRPORT (SPZ) | SILVER SPRINGS, NV

A Partnership of Success

Lochner has proudly partnered with Lyon County since 2013, supporting the airport's development and ongoing enhancements. The timeline below outlines our partnership and a history of growth at the airport. We look forward to continuing our success and taking SPZ to new heights.

2013
Original Consultant Selection, Airport Master Plan

2014 - 2016
Runway & Airfield Pavement Maintenance

2018
Install AWOS & Terminal Area Fencing

2019
Consultant Reselection, Apron Reconfiguration & Expansion (Design)

2020 - 2022
Apron Reconfiguration & Expansion (Construction)

2023
Runway Pavement Maintenance (Construction), SAMSARG Development

2024
Lighting System Upgrades (Design)

2025 *(Planned)*
Partial Parallel Taxiway (Design), Taxiway A Pavement Maintenance (Construction), Lighting System Upgrades (Construction)

APPROACH & METHODOLOGY

Engineering Project Approach

Lochner specializes in airport projects, completing over 45 FAA Airport Improvement Program (AIP) funded planning, design, and construction administration projects annually.

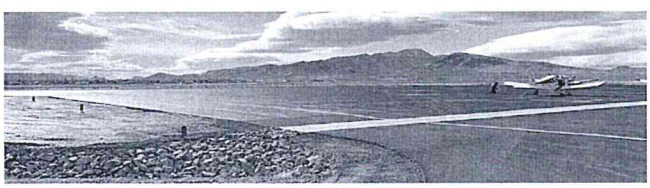
The annual AIP process starts with ACIP meetings from January to March, when Lochner collaborates with the County to identify and confirm projects for the next five years and set priorities for the upcoming year. Lochner assists the County in compiling and finalizing the ACIP documents for submission to the FAA. Confirmation of a project for the current fiscal year involves thorough consideration of other infrastructure development on the airfield, whether it is federally funded aprons and taxiways, or privately funded hangars.

Following the ACIP meeting, the next deadline is for environmental clearance in October. Every FAA-funded project must pass an environmental review before a grant is issued. Lochner prepares the necessary documentation for County review, and once signed, we send it to the FAA for concurrence. Projects typically achieve environmental clearance via a Categorical Exclusion, though the FAA may require cultural and biological assessments.

Next, we submit the grant application to the FAA for fiscal year programming. Lochner prepares each application to facilitate quick signing and submission.

Project timelines vary; design work often begins after the grant for design-only projects, while design for projects like pavement maintenance or airfield lighting improvements can start as early as November. The design phase involves project formulation, finalizing the scope, and progressing through initial and final design stages.

Upon completion of design, the project can proceed to bidding and then moves into construction. Lochner coordinates with subconsultants, establishes contracts, and issues the Notice to Proceed. We oversee construction administration and inspection, ensuring projects are built per specifications and plans. After construction, we conduct a final inspection and assist in project closeout. Our project approach outlined to the right ensures efficiency and clarity.



PHASE 1: PROJECT FORMULATION

1. Prepare/Coordinate annual Airport Capital Improvement Plan to review projects against ALP and grant requirements
2. Prepare Scope of Work and fees
3. Prepare initial cost estimates and preliminary exhibits
4. Coordinate all necessary environmental clearances
5. Create Disadvantage Business Enterprise (DBE) plan

PHASE 2: INITIAL DESIGN

1. Inspect and evaluate existing airfield conditions and infrastructure
2. Incorporate survey and geotechnical investigation findings
3. Prepare preliminary project documents (Plans, Specifications, and Engineer's Design Report)

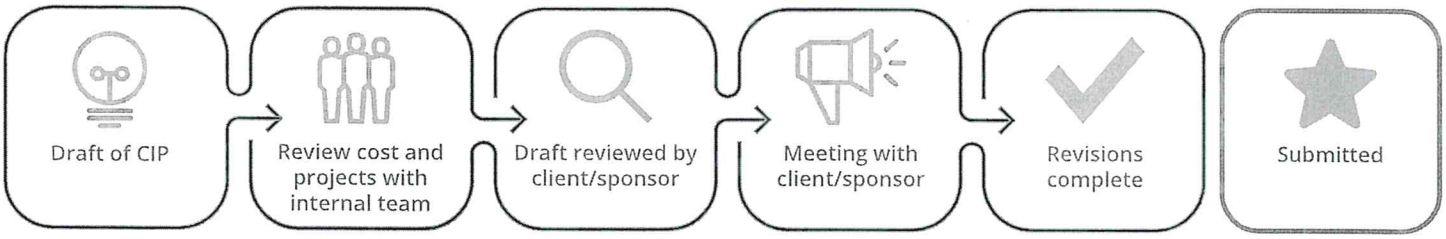
PHASE 3: FINAL DESIGN

1. Adjust project documents based upon review comments
2. Prepare 100% and final project documents, cost estimates, and CSPP
3. Submit final project documents

PHASE 4: CONSTRUCTION

1. Advertise project for bids, attend prebid and bid opening
2. Review bid against project and contract requirements and provide recommendation for award to Sponsor, FAA, & NDOT
3. Process award documentation and coordinate contract with contractor
4. Administer construction process with the contractor on behalf of the County
5. Facilitate final inspection, prepare testing summary and final report
6. Assist with grant closeout

Quality Control Methods & Strategies for Effective Communication



Effective airport management requires collaboration with stakeholders such as the community, airport users, government agencies, and your internal team. At Lochner, we prioritize fostering discussions among these groups and providing the necessary documentation for informed decision-making. Our entire organization is committed to offering expert guidance, direction, and quality assurance throughout each project. We understand the demands on your time and emphasize proactive communication from the start, helping you refine your Capital Improvement Plan (CIP) and prepare it for FAA and NDOT submission.

Communication

Communication and mutual understanding are paramount to success. We will facilitate frequent face-to-face meetings with your staff, coordinate presentations, and make sure all questions have been addressed. All meetings will be documented and memos distributed to key participants. Clear communication and well-grounded processes lead to mutually agreeable solutions and save time in project development. We strive to seek common ground and develop achievable results through collaboration, communication, and shared goals. Our priority is to work with you to achieve your vision for SPZ and engage with all stakeholders involved, such as county staff, local community, airport users and tenants, government agencies, and your airport management partner. We consider it our responsibility to foster and facilitate discussions among these groups, as well as to prepare the necessary supporting documentation for effective decision-making.

Given the County's unique public/private partnership in management of the airport, we will continue to work with your team and the airport management staff to ensure projects are in alignment with each organization's goals and objectives. One recent example of this coordination involved the complexities associated with the planning and design of the Samsarg facility access to the airfield and the future parallel taxiway.

Throughout any project we will work with you to determine the most appropriate level of communication needed for the task at hand. Depending on the duration or complexity of a design project, communication may be limited to significant milestones. During a substantial construction project, however, it may be more appropriate to hold conference calls daily to discuss project status. We will always include the County in formal communication and submissions to the FAA or NDOT.

Beyond the project process, we are always available to support your staff with any needs they may have. We frequently handle FAA Form 7460 notices, make inquiries to the FAA on behalf of tenants, and work with you to adjust project schedules. Our comprehensive approach to airports ensures that we are ready to assist you at any time. It is important for your staff to understand that we will continue to be available to address any questions you may have or to help turn your ideas into reality on your airfield. Communication doesn't need to be limited to scheduled interactions. We regularly receive calls from clients seeking input or information, and we are delighted to assist you in making your airport the best resource for your community.

Plans, Specifications, and Estimate Reviews (PS&E)

Our team has a long-standing reputation for the delivery of quality airport design products which result in construction cost savings. We are just as committed to ensuring your project teams are developing projects as we are to the quality of the projects we design in-house. Quality Control of our in-house projects is provided by Nadine Burgard, PE, and Allison Thomas, PE. Their efforts on many projects each year give them a strong sense of what different projects will need and what to expect. They are well-suited to provide this service for your projects and will review and evaluate each project deliverable.

High-quality designs eliminate misunderstandings of contract documents, plans, specifications, and estimates. When plans and specifications are easy to read, accurate, and complete, contractors can provide a firmer and more competitive bid. An established quality control program helps eliminate construction pitfalls and, ultimately, change orders.

Typically, our in-house PS&E reviews are performed at the 30 and 60 percent milestones, prior to the 90 percent submittal to the review agencies, and then after the agency review comments are received and incorporated into the project documents. Thorough review by staff members not involved in the daily aspect of project development

provides a fresh look at the project documents. As a result of Nadine and Allison's history of successfully performing Quality Control on many high-quality projects each season, you can be assured that plans completed for SPZ projects match the initial goals and objectives of each project and any additional requirements developed throughout the process.

Our design checklist is used to reduce failure by ensuring consistency and completeness in carrying out a task. Our design checklist encompasses each action item required in pre-bid, during bid, before award, award of project, and project closeout. Each engineer is responsible for maintaining and reviewing the checklist throughout the project, ensuring that nothing has been overlooked. This checklist will be used as we manage your projects and will allow us to remind project designers and engineers of the tasks that must be completed as the project proceeds. This process helps eliminate the last-minute realization that something needed to be completed and prevents delays to the start of construction.

Contractor Review

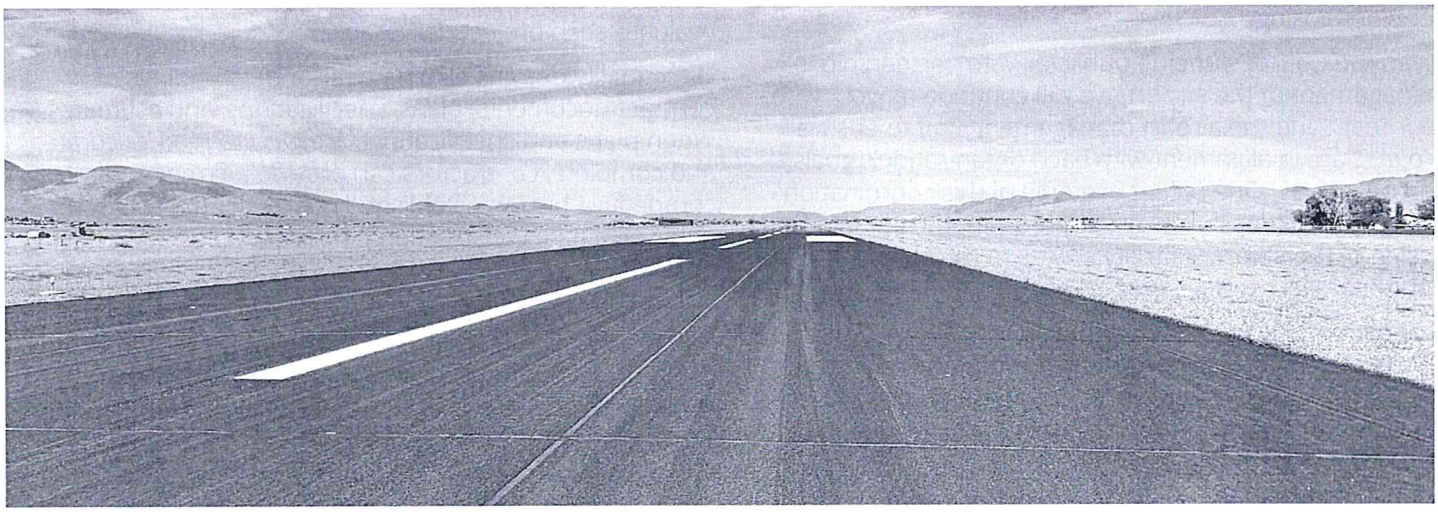
Lochner has strong relationships with local contractors and as a team we are committed to executing projects that meet your schedule and budget. We often send our designs to our contractors to verify project constructibility and allow them the opportunity to provide input. Contractors are on the front lines of making projects reality and we make an effort to communicate with them regarding industry trends and changes. Since contractors directly purchase and use construction materials, we will reach out to them for pricing and market trends such as expected changes in pricing and availability for asphalt, concrete, and other materials. Recently, these conversations have revealed difficulties in procuring components for electrical and lighting projects. Our communication and partnership with contractors help us develop realistic estimates. This partnership is key to ensure your project is completed on time and on budget by incorporating an array of knowledge that is dedicated to your airport.

FAA Knowledge

We have staff assigned to review any updates published by the FAA regarding design and construction. This information is used to update our standard documents for construction to adhere to those new requirements. As a team focused exclusively on aviation, our staff are aware of industry and agency changes and how they affect your project. This allows us to make revisions and ensure your documents meet requirements quickly and efficiently. Nadine and Allison are both a part of that process and can be relied on to know what has changed and how it will impact the County.

ACIP Peer & Client Check | As a core service provided by Lochner, we complete annual ACIP updates for each of our clients and assist with submission to the FAA and NDOT. Through exposure to many different project needs, ideas, phasing concerns, review processes, local politics, local budgeting concerns, and many other local challenges, we understand the diverse needs of airports in Nevada. As the Nevada Market Lead, Nadine is responsible for the ACIP of our Nevada clients and works with our internal staff to refine project lists and estimates based on current needs and expectations.

These internal control systems help us meet our organizational goals, operational efficiencies, compliance with regulations, minimize liabilities, and provide quality service for our clients. Our processes provide you with experienced professionals limiting risks for errors and allowing projects to progress in a timely and efficient manner.



REFERENCES

The reputation of Lochner and its staff is highly regarded among airports throughout the western and central United States. We are known for providing an exceptional level of client service, and for identifying and resolving complex issues before they impact the timing and budget of your airport projects. Our ongoing working relationships with NDOT and FAA representatives strengthens with the onset and completion of each project.

Consistent delivery of high quality projects and client service are key benefits of partnering with Lochner on your airport improvement projects. Examples of our exemplary work and commitment to quality are presented throughout this SOQ. The FAA has consistently commented on the exceptional quality of our engineering plans and airport planning documents. In an increasingly competitive marketplace, maintaining a strategic advantage, a strong corporate culture, and optimum client satisfaction requires top-notch talent, breakthrough ideas, and exceptional client service.

We encourage you to contact the following Lochner airports to inquire about our ability to deliver the highest level of engineering, planning, and construction administration.



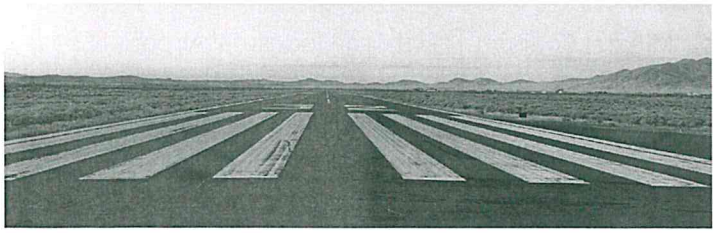
DENNIS BUNCH | Public Works Director
Hawthorne Industrial Airport | Hawthorne, NV
775.312.0243 | dbunch@mineralcountynv.org
Project History: Reconstruct Taxiway A, Install Wildlife Fencing, Upgrade AWOS and Install Supplementary Wind Cone, Replace PAPIs and REILs, ALP Update



LARRY RACKLEY | Former County Commissioner Chair
Derby Field | Lovelock, NV
775.442.1975 | larry@rackleyfarm.com
Project History: Replace Beacon, SRE Building & Equipment Acquisition, Terminal Area Fencing, Pavement Maintenance, Airport Master Plan, Airport Layout Plan, Partial Parallel Taxiway (Design)



HEATHER MACDONNELL | Airport Manager
Minden-Tahoe Airport | Minden, NV
775.782.9871 | HMacDonnell@douglasnv.us
Project History: Airport Master Plan, Fuel System, Taxiway and Apron Reconstruction, Glider Staging Pavement Maintenance Runway Rehab, Apron Lighting



ALICIA HEISER | City Manager
Winnemucca Municipal Airport | Winnemucca, NV
775.623.6333 | manager@winnemuccacity.org
Project History: AMP, Taxiways Rehab, Land Acquisition, Runway Rehabilitation, Apron Expansion & Hardstands, Pavement Maint.



ROBERT SWITZER | City Manager
Yerington Municipal Airport | Yerington, NV
775.463.3511 | manager@yerington.net
Project History: Install AWOS, Taxiway & Apron Reconstruction

APPENDIX A | PERSONNEL RESUMES

Nadine Burgard, PE

Nevada Market Lead, Engineering Project Manager | 10 Years of Experience



As an Airport Project Manager located in Reno, Nadine offers high-level quality service to our Nevada clients. In this role, she enjoys interacting with airport managers to understand their vision for the design and functionality of their facilities. Lochner's proximity to our Nevada clients not only allows us to visit on site during construction projects, it also reinforces the relationships we have developed in our local airport community. Nadine continues to gain vast industry knowledge everyday – from the best construction materials to use while building a runway, to how evolving aircraft technology can influence the design of an airport.

She oversees engineering design work, prepares construction project management documents, plans and specifications, builds cost estimates, compiles project design reports and final reports, and manages client grant applications. Nadine's past experience includes project management of multi-disciplinary projects, technical engineering design, budget estimates and construction schedule management. Her strong communication and organizational skills allow for effective collaboration with colleagues, contractors, and other clients. Nadine looks forward to leading the engineering efforts through your upcoming capital improvement projects.

EDUCATION
BS, Civil Engineering, University of Nevada, Reno
MBA, University of Nevada, Reno

REGISTRATION
Professional Engineer: NV, CA

AFFILIATIONS
Association of California Airports

Nevada Aviation Association (NvAA)

American Society of Civil Engineers - Member

CONTACT
775.346.3011

1575 Delucchi Lane
Suite 219
Reno, NV 89502

nburgard@hwlochner.com

Relevant Experience

Lighting Systems Upgrades | Lyon County | Silver Springs Airport, NV – Project Manager

Pavement Maintenance | Lyon County | Silver Springs Airport, NV – Project Manager

SAMSARG Development | Lyon County | Silver Springs Airport, NV – Project Manager

Apron & Taxilanes Reconstruction | City of Yerington | Yerington Municipal Airport, NV - Project Manager

Install MIRL System | Douglas County | Minden Tahoe Airport, NV - Project Manager

Terminal Building Upgrades | Douglas County | Minden Tahoe Airport, NV - Project Manager

Terminal Area Apron Reconstruction | White Pine County | Ely Airport, NV - Project Manager

Construct SRE Building & Equipment Acquisition | Mineral County | Hawthorne Industrial Airport, NV - Project Manager

Airfield Electrical Upgrades | Mineral County | Hawthorne Industrial Airport, NV - Project Manager

Runway 15-33 & Taxiway A Rehabilitation | Elko County | Jackpot Airport/Hayden Field, NV - Project Manager

Reconstruct Apron & Construct SRE Building | City of Wells | Wells Municipal Airport, NV - Project Manager

Reconstruct Heavy Ramp | City of Winnemucca | Winnemucca Municipal Airport, NV - Project Manager

Construct Taxiway Z | Douglas County | Minden Tahoe Airport, NV - Project Manager

Apron & Taxiways Rehabilitation | Lincoln County | Lincoln County Airport, NV - Project Manager

Terminal Area Fencing | Pershing County | Derby Field, NV - Project Manager

Allison Thomas, PE

Senior Engineer | 8 Years of Experience



As a Senior Engineer on the Lochner team, Allison will support your Project Manager and lead a team of Design Engineers, fostering a cohesive and efficient team. She has a thorough understanding of the project life cycle, from design to completion, which helps her anticipate and address project challenges.

With eight years of industry experience, Allison develops efficient engineering processes and workflows, ensuring our organization operates optimally. Having collaborated under three different ADOs, she possesses a profound understanding of FAA regulations and standards. Allison integrates this expertise into company processes, guaranteeing that our projects not only meet but surpass the expectations of government entities.

EDUCATION
BS, Civil Engineering,
Colorado School of Mines and Technology

REGISTRATION
Professional Engineer: CO

CONTACT
970.255.2033

715 Horizon Drive
Suite 225
Grand Junction, CO 81505

allison.thomas@hwlochner.com

Relevant Experience

Apron Construction | Town of Akron | Colorado Plains Regional Airport, CO – Senior Engineer

Runway 13R 31L Rehabilitation | City of Chico | Chico Regional Airport, CA – Senior Engineer

Runway Pavement Maintenance | Fremont County | Fremont County Airport, CO – Senior Engineer

Terminal Building Development | City of Gallup | Gallup Municipal Airport – Senior Engineer

Construct Taxiway Z | Douglas County | Minden Tahoe Airport, NV - Senior Engineer

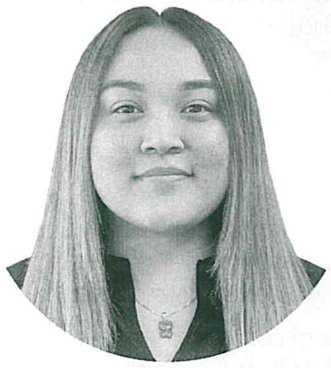
Rehabilitate Runway and MIRL System | White Pine County | Ely Airport, NV - Design Engineer

Relocate and Reconstruct Taxiway A | Mineral County | Hawthorne Industrial Airport, NV - Senior Engineer

Expand Apron and Construct Taxiway Bypass | U.S. Bureau of Land Management | Alamo Landing Field, NV - Design Engineer

Laryssa Ikehara, EIT

Airport Design Engineer | 1 Year of Experience



As an Airport Design Engineer, Laryssa is eager to contribute to SPZ's upcoming engineering projects. Throughout our partnership, she will work closely with your Project Manager, Nadine Burgard, PE, and our engineering team to deliver high-quality outcomes for the airport.

Laryssa chose engineering because she was driven by a passion for structures that shape our daily lives, like buildings, bridges, and roadways. Aviation emerged as a new frontier during her college studies, broadening her understanding of Civil Engineering. Laryssa thrives on pushing her boundaries and expanding her expertise, particularly in fields that are less familiar to many of her peers. Laryssa's expanded understanding of aviation engineering allows her to contribute effectively to projects, blending office-based design work with hands-on site visits that deepen her comprehension of airport operations and development.

EDUCATION
BS, Civil Engineering, University of Nevada

CONTACT
775.346.3014

1575 Delucchi Lane
Suite 219
Reno, NV 89502

likehara@hwlochner.com

Relevant Experience

Apron & Taxilanes Reconstruction | City of Yerington | Yerington Municipal Airport, NV - Design Engineer

Taxiways A3 & D | Douglas County | Minden Tahoe Airport, NV - Design Engineer

Apron Reconstruction | White Pine County | Ely Airport, NV - Design Engineer



Kevin Groves, PE

Electrical Engineer, Pilot | 26 Years of Experience

Kevin is a seasoned Electrical Engineer with over 25 years of experience in the utility engineering sector, including both staff and management positions. He possesses in-depth expertise in airfield lighting and controls, having overseen numerous airfield lighting upgrades and new installations. With a background of more than 30 years as both a military and civilian aviator, he brings valuable insights into the aviation industry.

Throughout his career, Kevin has been involved in project and customer development, product research, design, protection and coordination, and arc flash analysis. He is adept at managing projects to ensure compliance with industry standards, including FAA regulations and national codes.

EDUCATION
BS, Electrical Engineering, South Dakota School of Mines and Technology, 1996

REGISTRATION
Professional Electrical Engineer: 2005

CERTIFICATIONS
Private Pilot

Relevant Experience

Runway 13-31 Rehabilitation | City of Pierre | Pierre Regional Airport, SD – Electrical Engineer

Runway 17R-35L Lighting Upgrade | Oklahoma Space Industry Development Authority | Clinton – Sherman Airport, OK – Electrical Engineer

Runway 17-35 Extension and Taxiway Additions | City of Woodward | West Woodward Airport, OK – Electrical Engineer

Fuel System Upgrades | Custer County | Westcliffe Airport, CO - Electrical Engineer

Generator Design and Installation | City of Burlington | Burlington-Kit Carson County Airport, CO - Electrical Engineer



Mike Dikun, CM, CAE

Western Pacific Territory Manager, Airport Management Advisor, Pilot | 37 Years of Experience

As the Western Pacific Territory Manager, Mike ensures clients receive the service, communication, and support necessary to accomplish your aviation goals. Lochner offers support beyond engineering and planning, and he serves as the liaison to that support. Each community and airport are unique, and Mike will work to ensure you receive tailored services to meet your specific needs and goals. Working through a hands-on approach and open communication, he will continue to build a strong understanding of you and your airport and connect you to the variety of services Lochner offers.

Mike is one of several former Airport Directors on staff providing our clients this unique value added service of Airport Management Advisory. In this role, he provides insights and support from 27 years of airport management experience working at Reno-Tahoe International (RNO), Reno-Stead (RTS), South Lake Tahoe (TVL), Adirondack Regional (SLK), and Bozeman-Yellowstone International (BZN). From providing sound advice on airport management and operations related items, to assisting with staff training and recruitment, Mike will support your staff on finding a creative solution to any aviation related issue.

Throughout Mike's career, he has remained active in the aviation community serving as a board member to both national and statewide aviation organizations. He served as the President of NVAA from 2016-2018. He lead the NVAA team in our mission to promote and support airports and aviation in Nevada. Mike is committed to advancing aviation in Nevada and to continuing to contribute to your success in Lyon County at SPZ.

EDUCATION
BA, Economics
Muhlenberg College

CERTIFICATIONS
Certified Member (CM)
American Association of Airport Executives
Certified Airport Executive (CAE)
Southwest Chapter AAAE
Private Pilot

AFFILIATIONS
American Association of Airport Executives
Association of CA Airports
Southwest Chapter AAAE
Board of Directors 2010-2016
Nevada Aviation Association
Past President 2016-2018

CONTACT
775.346.3010

1575 Delucchi Lane
Suite 219
Reno, NV 89502

mdikun@hwlochner.com



Karson Farrell

Field Services Manager | 7 Years of Experience

Karson's career in construction administration has been a journey fueled by passion and a strong work ethic. Before joining Lochner, he played a crucial role in helping developers build ranches and equestrian properties. His responsibilities encompassed project management, payroll administration, subcontractor coordination, and ensuring successful project completion. He also excelled at managing client relationships and driving the progress of design discussions.

Joining Lochner aligned perfectly with his passion for construction administration and career goals. Karson's dedication to his craft is unwavering. He finds fulfillment in guiding projects to completion and leaving a lasting impact on the physical landscape. With each new endeavor, he carries his passion, experience, and commitment to excellence, ensuring that every airport I contribute to would stand as a testament to aviation's remarkable progress.

EDUCATION
BS, Business Marketing and Economics, University of Nevada Reno

CONTACT
702.677.1140

1575 Delucchi Lane, Suite 219
Reno, NV 89502

kfarrell@hwlochner.com

Relevant Experience

Pavement Maintenance | Lyon County | Silver Springs Airport, NV – RPR

Taxiways A3 & D | Douglas County | Minden Tahoe Airport, NV - RPR

Apron Reconstruction| White Pine County | Ely Airport, NV - RPR

Runway 17-35 Rehabilitation | Lincoln County | Lincoln County Airport, NV - RPR

Parallel Taxiway Construction | Pershing County | Derby Field, NV - RPR



Matt Tomasson

National Planning Lead | 14 Years of Experience

As the Airport Planning Project Manager and acting National Planning Lead, Matt oversees a range of airport planning and environmental initiatives, from master plan updates to environmental clearances for development projects. With extensive experience and education in aviation planning, management, and airport operations, he brings a wealth of knowledge to the role. In his capacity as SPZ's Planning Project Manager, Matt will collaborate closely with our airport planners and engineers to ensure the highest quality execution of projects. His role also involves working with our engineers, leveraging a blend of planning and engineering perspectives to address projects from multiple angles. Additionally, Matt is an FAA-licensed private pilot, offering a valuable viewpoint as both a pilot and airport user.

Before joining Lochner, Matt worked with Mesa Airlines in airport and aircraft logistics and was part of the Scottsdale Airport operations and management team. His broad aviation background enables him to comprehensively understand the needs of all airport users and stakeholders, allowing him to deliver tailored solutions. His responsibilities include data compilation, technical writing and analysis, coordination of planning documents, and overall direction of the project team.

EDUCATION
BS, Aeronautical Management Technology, Arizona State University

CERTIFICATIONS
Private Pilot: single engine, land, instrument

CONTACT
602.803.7079

2345 S. Alma School Road
Suite 208
Mesa, AZ 85210

mtomasson@hwlochner.com

Relevant Experience

BLM Land Transfer | City of Wells | Wells Municipal Airport, NV - Project Manager

Airport Master Plan | Gallup Municipal Airport, NM - Project Manager

Airport Master Plan | Town of Richfield | Richfield Municipal Airport, UT – Project Manager

Airport Systems Study | Humboldt County Department of Aviation | Six Humboldt County Airports, CA – Airport Planner



Jordan Harte

Airport Planner, Pilot | 2 Years of Experience

As an up-and-coming airport planner, Jordan is excited to join the Clovis team dedicated to serving the City at the Clovis Municipal Airport. In his role as Airport Planner, Jordan will collaborate closely with Matt Tomasson to spearhead your upcoming planning projects. He will also collaborate with our airport engineers, led by Nadine Burgard, PE, to assess each project from a planning and piloting perspective.

Jordan's early passion for travel motivated him to pursue an aviation-focused education at Arizona State University, where he attained a B.S. in Aeronautical Management Technology and an M.S. in Aviation Management and Human Factors.

By collaborating with Lochner's planning and engineering teams, he has gained valuable insight into the intricacies of planning and developing airport improvement projects, as well as the importance of teamwork in advancing an airport's vision.

EDUCATION
BS, Aeronautical Management Technology, Arizona State University

MS Tech, Aviation Mgmt. and Human Factors, Arizona State University

LICENSES
Private Pilot

CONTACT
602.803.7079

2345 S. Alma School Road
Suite 208
Mesa, AZ 85210

jharte@hwlochner.com

Relevant Experience

Airport Master Plan | City of Gallup | Gallup Municipal Airport, NM | Airport Planner

Airport Master Plan | City of Lordsburg | Lordsburg Municipal Airport, NM | Airport Planner

Airport Master Plan | Town of Santa Rosa | Santa Rosa-Route 66 Airport, NM | Airport Planner

Install AWOS | City of Yerington | Yerington Municipal Airport, NV - Airport Planner



Danny Reed

CAD Manager, Drone Pilot | 17 Years of Experience

Danny leads a team of six CAD Technicians exclusively dedicated to airport designs and technical exhibits. Our CAD team's focus, workload, and expertise revolves exclusively work on airport engineering and planning projects ensuring that we are exceptional at one thing and have a deep knowledge of the specific and complex airport design standards. Having a CAD team exclusively dedicated to airport projects frees up engineers and planners to focus solely on their core tasks. Danny prioritizes client relationships, needs assessment, and the delivery of high-quality engineering, planning, and design work, while providing clear direction to the CAD department based on client specifications. Danny personally reviews each CAD drawing within his department, ensuring they meet FAA standards and align with the airport's vision. Danny is also a licensed drone pilot and often travels to our airports collecting data via drone as well as quality photography for marketing purposes for the airport.

EDUCATION
BA, Computer Aided Drafting
Colorado Mesa University

Certificate, Land Survey and Geomatics
University of Wyoming

LICENSES
Drone Pilot

CONTACT
970.255.2024

715 Horizon Drive
Suite 225
Grand Junction, CO 81505

dreed@hwlochner.com

Relevant Experience

Lighting Systems Upgrades ***(Ongoing)*** | Lyon County | Silver Springs Airport, NV – CAD Manager

Pavement Maintenance ***(Ongoing)*** | Lyon County | Silver Springs Airport, NV – CAD Manager

Taxiway A Relocation | City of Lander | Hunt Field Airport, WY — CAD Manager

Pavement Maintenance | Town of Hulett | Hulett Municipal Airport, WY — CAD Manager

Taxiway A1 & Heavy Ramp | Grand County |Canyonlands Regional Airport, UT — CAD Manager, QA/QC



Erik Vliek, MBA

Business & Operations Manager, Grant Administration | 16 Years of Experience

Erik is responsible for all accounting and financing activities. In addition, he has a role in every project, for every client, to ensure that they are properly reimbursed for project related expenses. Since joining Lochner in 2008, Erik has worked on over 900 airport projects in thirteen states and two countries and has received compliments from the FAA and State Agencies for the quality and accuracy of my work. His duties include the tracking of billable time and project expenses, preparing all grant reimbursement filings, and assisting Sponsors with the management of Federal and State grants. He has established excellent working relationships with personnel in the FAA, State Aviation/Aeronautics Divisions, and those responsible at the local level for accounting and finance. **Since our partnership began in 2013, Erik has assisted the County in securing over $3,000,000 in grant funding, not including the three upcoming projects awaiting grant confirmation.**

EDUCATION

MBA, Business Administration, Colorado Mesa University

BA, Accounting, Colorado Mesa University

BS, Psychology, Colorado Mesa University

CONTACT
970.242.0101
715 Horizon Drive
Suite 225
Grand Junction, CO 81505
evliek@hwlochner.com

Relevant Experience

Airport Master Plan | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $234,375)

Expand & Reconfigure East Apron | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $686,389)

Taxilanes Construction | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $409,091)

Pavement Maintenance | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $353,911)

Lighting System Upgrades | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $50,090)



Jessica Callow

DBE & Title VI Specialist | 10 Years of Experience

As an FAA DBE and Title VI Specialist, Jessica helps airports navigate federal regulations that ensure equitable opportunities for minority and women-owned businesses and prevent discrimination in airport programs, services, and projects. She works closely with airports to develop, implement, and monitor DBE programs, ensuring compliance with Title VI nondiscrimination requirements and guiding both airport staff and contractors to maintain legal and regulatory adherence. With deep expertise in the FAA's Civil Rights regulations, Jessica provides strategic counsel to ensure compliance and supports airports in achieving DBE participation goals, managing contracts and bidding processes, and enforcing nondiscriminatory practices. Her ability to navigate complex compliance programs makes her an invaluable asset to any airport.

As Lochner's in-house expert, Jessica currently administers DBE and Title VI coordination for nearly 100 airports across the West. She coordinates daily with FAA Civil Rights professionals, including the Northwest Mountain Region team. Her relationships with government officials benefit our airport clients by providing prompt problem-solving efforts and ensuring compliance throughout the contract and bidding processes for each project executed.

CONTACT
970.255.2036
715 Horizon Drive
Suite 225
Grand Junction, CO 81505
jcallow@hwlochner.com

Client Feedback

"Jessica, I just want to thank you VERY MUCH for all your help with our Civil Rights work with the FAA. I would be lost without you, and it means a lot that you are so on top of it for us!"
Dencia Raish, Town Administrator
Colorado Plains Regional Airport | Akron, CO



Blake Carter, PE

President | 16 Years of Experience

Blake Carter has 16 years experience in Geotechnical Engineering, Special Inspection, and Materials Testing. He also has experience as a project manager with grading and general contractors building new industrial buildings and facility remodel and startup, subcontractor experience with utility installation, site and grading work, and aggregate supplier quality control management. He specializes in geotechnical engineering of structural foundations, geologic hazard identification, and quality control mangement throughout construction. He has completed the NHI Course No. 132094 LRFD Seismic Analysis and Design of Transportation Geotechnical Features and Structural Foundations and participated in DFI drilled shaft national competition while at UNR. His current duties and responsibilities include managing Geotechnical Investigations, providing supervision of special inspectors, laboratory operations, and building and Public Works department coordination. He serves as a senior operation leader for business development and technical advancement.

Relevant Experience as Subconsultant to Lochner Projects

Hangar Pavement Evaluation | Douglas County | Minden-Tahoe Airport, NV

Airfield Pavement Overlay | Lincoln County | Alamo Landing Field, NV

Construct Partial Parallel Taxiway | Pershing County | Derby Field Airport, NV

Reconstruct Heavy Ramp | City of Winnemucca | Winnemucca Municipal Airport, NV

EDUCATION

Master of Science, Civil Engineering, University of Nevada Reno, 2014

Bachelor of Science, Civil and Environmental Engineering

University of Nevada Reno, 2008

CONTACT

775.384.2898
220 S. Rock Blvd.
Suite 12
Reno, Nevada 89502
blake@westexconsulting.com

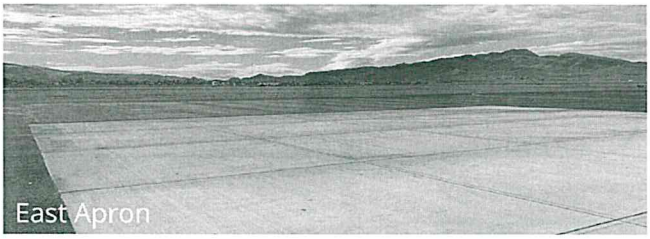
APPENDIX B | SAMPLE WORK PRODUCTS

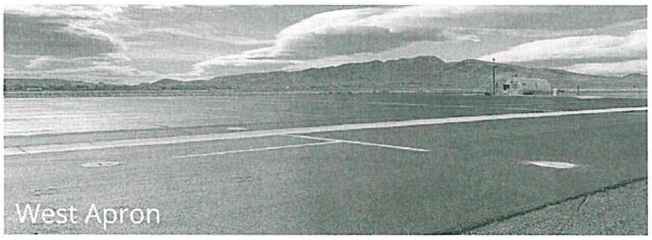
The following pages include select Sample Work Products that reflect Lochner's capability to consistently execute project deliverables at the highest quality. *While most of these projects were completed under our firm's previous name, Armstrong Consultants, these projects demonstrate your Lochner team's expertise in completing airport improvement projects for SPZ and airports across Nevada and the West.*

SILVER SPRINGS AIRPORT (SPZ) | SILVER SPRINGS, NV
Apron Reconfiguration & Expansion

Project Scope

- West Apron – This project included reconfiguration and expansion of aircraft parking to correct non-standard geometry, address wingtip clearance safety concerns surrounding the fuel system, and accommodate additional aircraft parking.
- East Apron – This phase of the project expanded the apron and constructed a concrete hardstand for heavy aircraft.
- Completed in two construction phases by Q&D Construction on budget and on time.

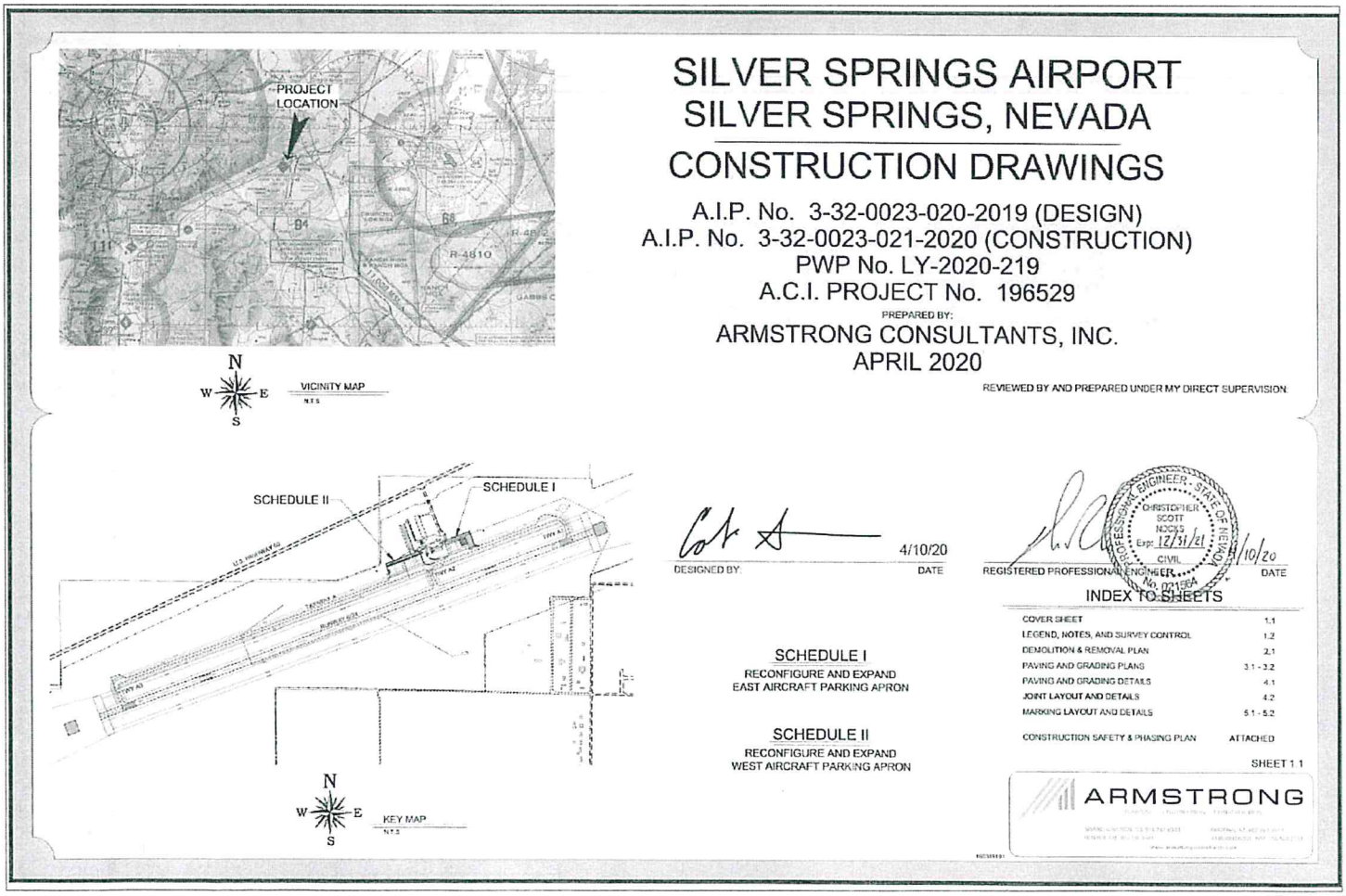

East Apron

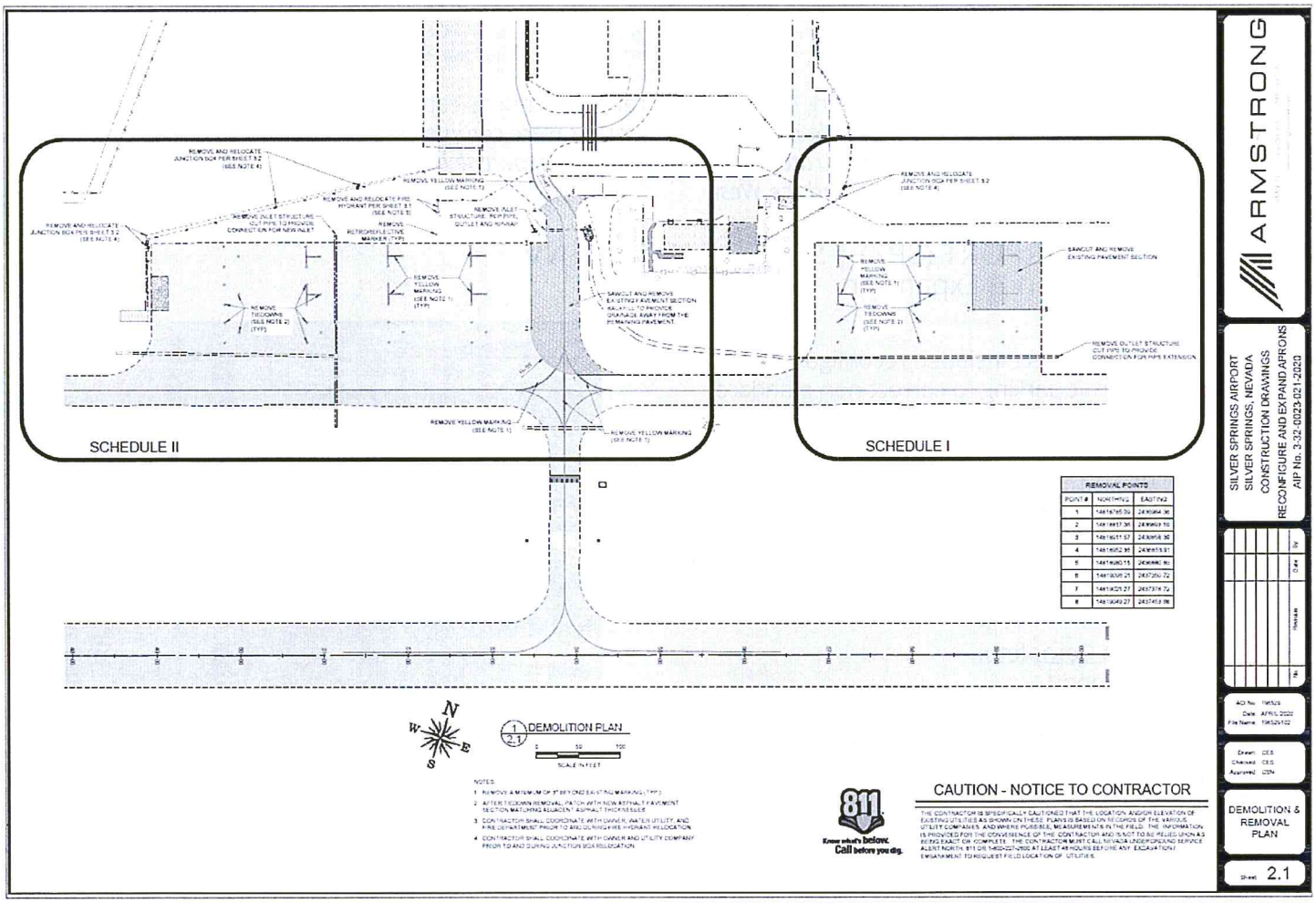

West Apron

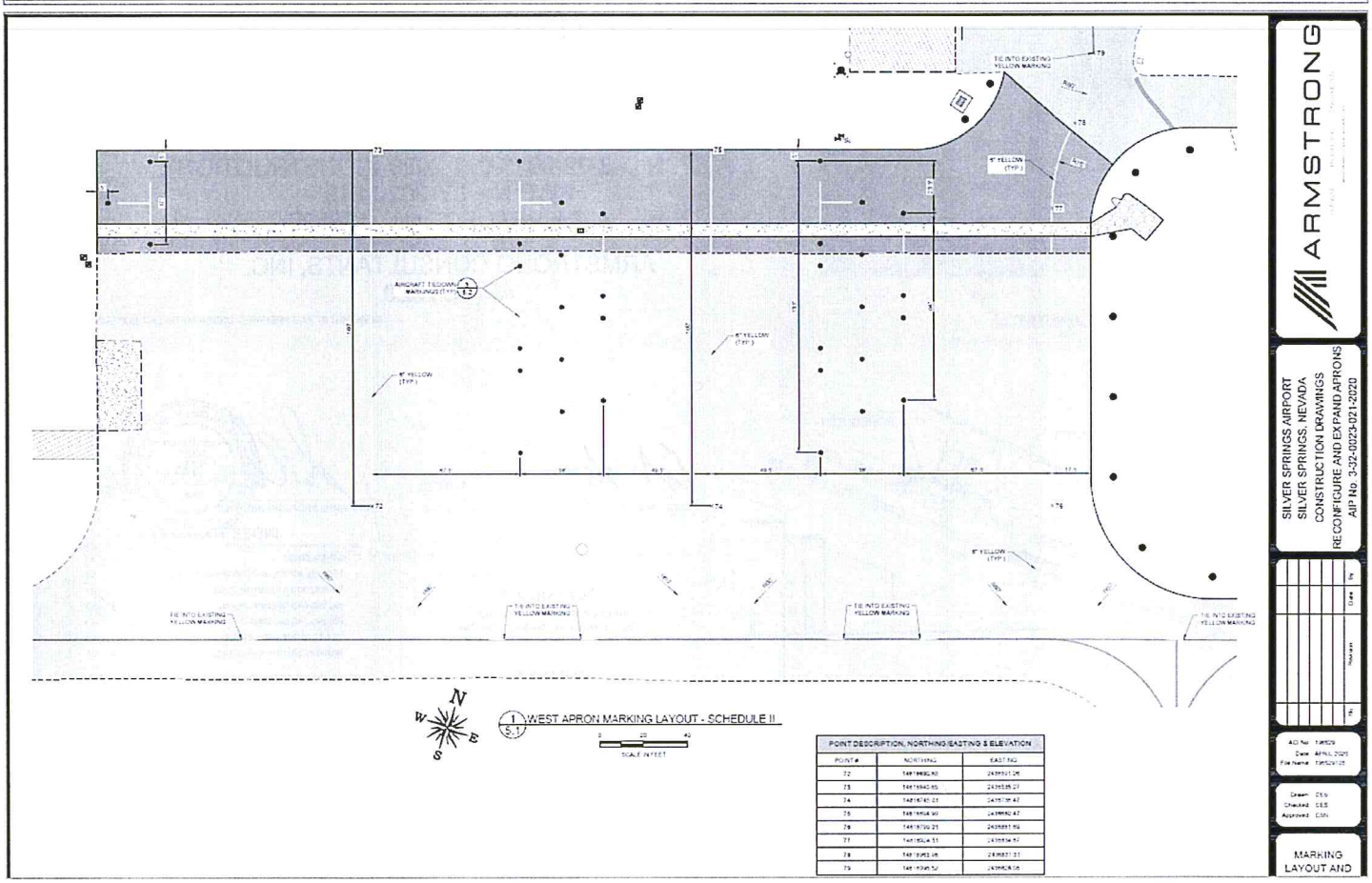
Project Deliverables Completed

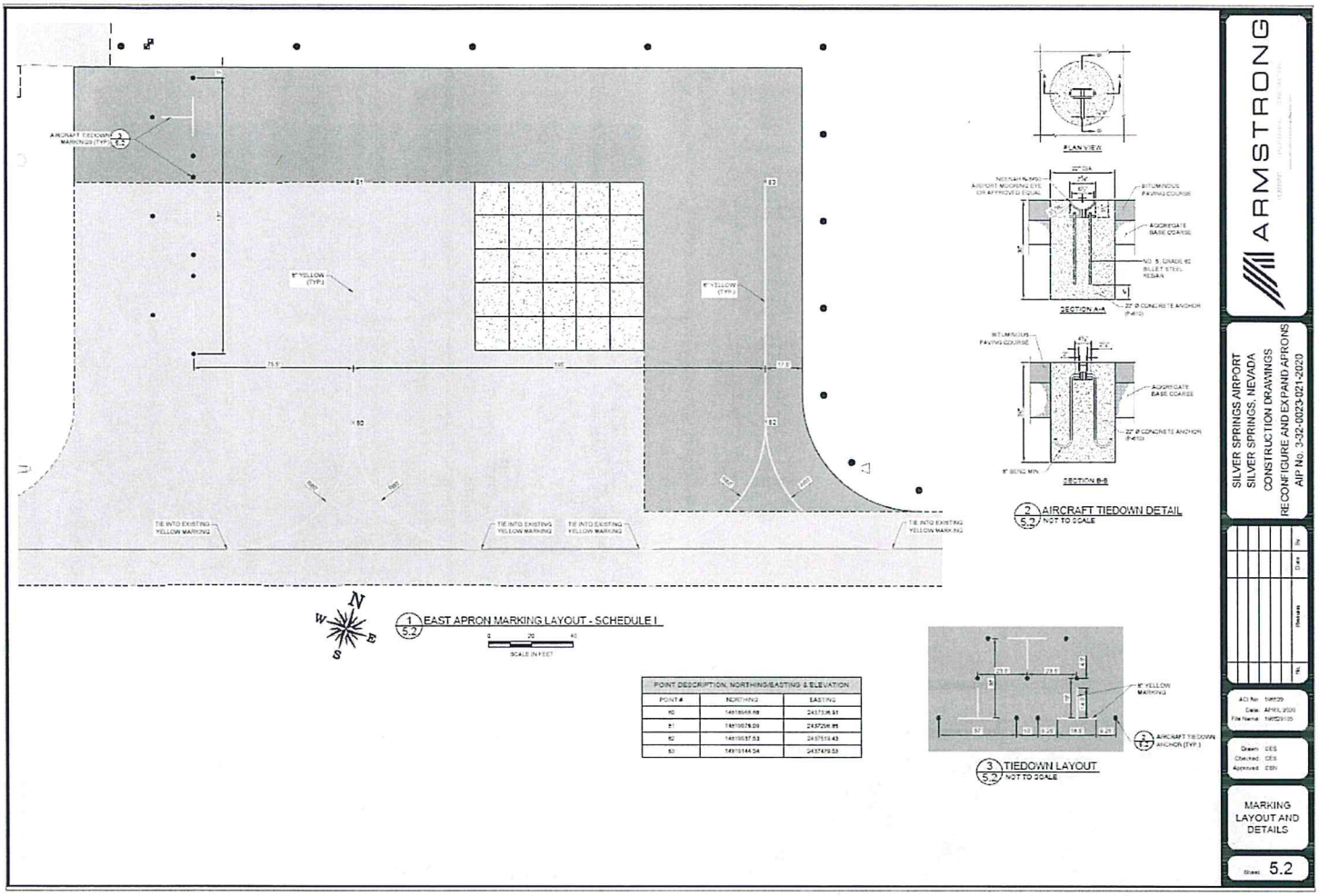
- Engineer's Final Report
- FAA Standard Forms for grant closeout
- ALP As-built update plan sheet

Select Construction Drawings

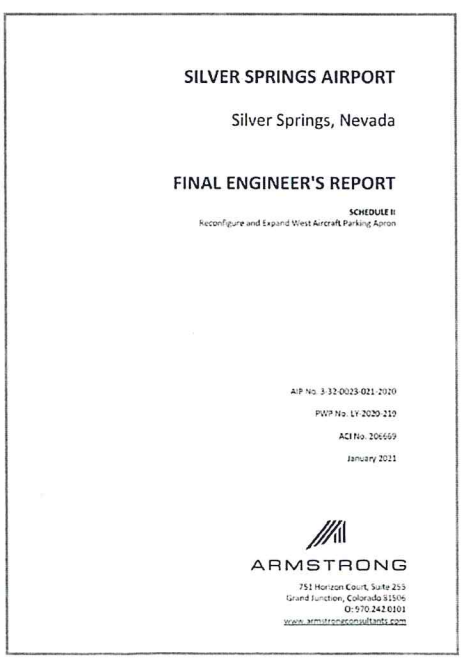



SCHEDULE II
SCHEDULE I
REMOVAL POINTS
1 DEMOLITION PLAN
SCALE IN FEET
CAUTION - NOTICE TO CONTRACTOR
811
Know what's below. Call before you dig.
ARMSTRONG
SILVER SPRINGS AIRPORT
SILVER SPRINGS, NEVADA
CONSTRUCTION DRAWINGS
RECONFIGURE AND EXPAND APRONS
AIP No. 3-32-0023-021-2020
DEMOLITION & REMOVAL PLAN
Sheet 2.1


1 WEST APRON MARKING LAYOUT - SCHEDULE II
SCALE IN FEET
POINT DESCRIPTION, NORTHING/EASTING & ELEVATION
ARMSTRONG
SILVER SPRINGS AIRPORT
SILVER SPRINGS, NEVADA
CONSTRUCTION DRAWINGS
RECONFIGURE AND EXPAND APRONS
AIP No. 3-32-0023-021-2020
MARKING LAYOUT AND



Final Engineer's Report | 108 pages detailing all aspects of the project process, from bidding through completion. The table of contents shown below outlines the content of each final report.



SILVER SPRINGS AIRPORT

Silver Springs, Nevada

FINAL ENGINEER'S REPORT

SCHEDULE II
Reconfigure and Expand West Aircraft Parking Apron

AIP No. 3-32-0023-021-2020

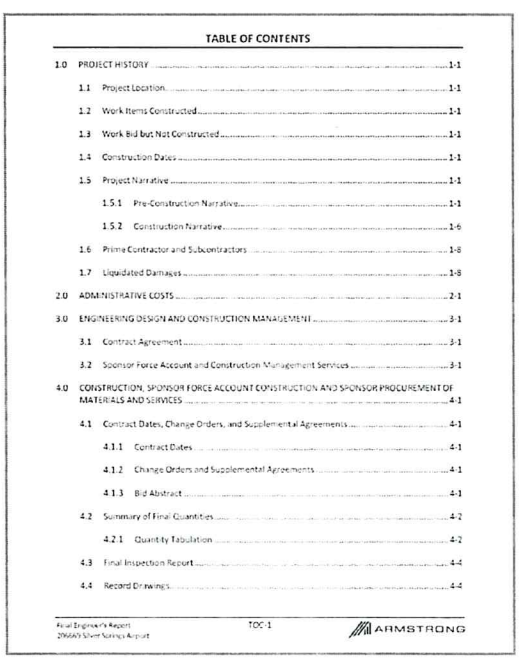
PWP No. LY-2020-210

ACI No. 206669

January 2021

ARMSTRONG

751 Horizon Court, Suite 255
Grand Junction, Colorado 81506
O: 970.242.0101
www.armstrongconsultants.com



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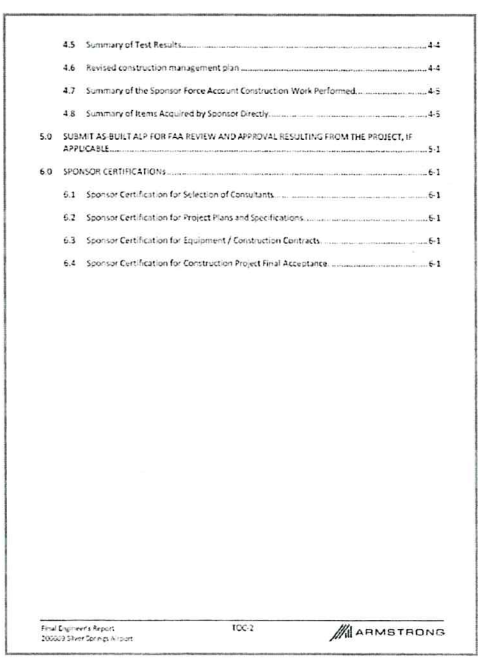
Final Engineer's Report
206669 Silver Springs Airport
TOC-1
ARMSTRONG



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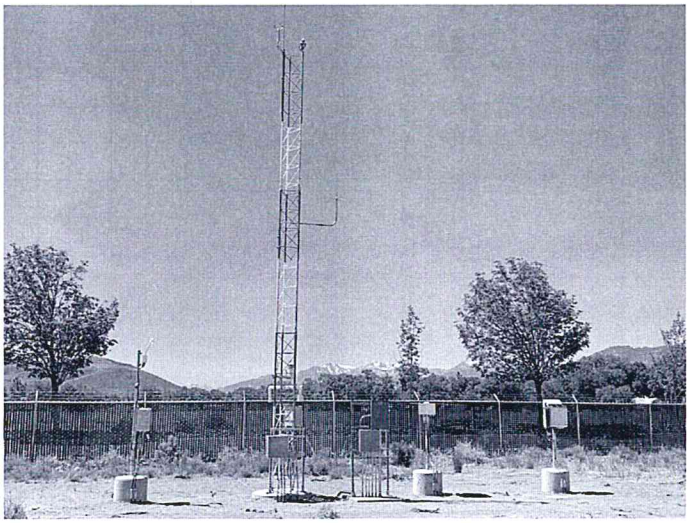
Final Engineer's Report
206669 Silver Springs Airport
TOC-2
ARMSTRONG

CARSON CITY AIRPORT (CXP) | CARSON CITY, NV
AWOS Relocation



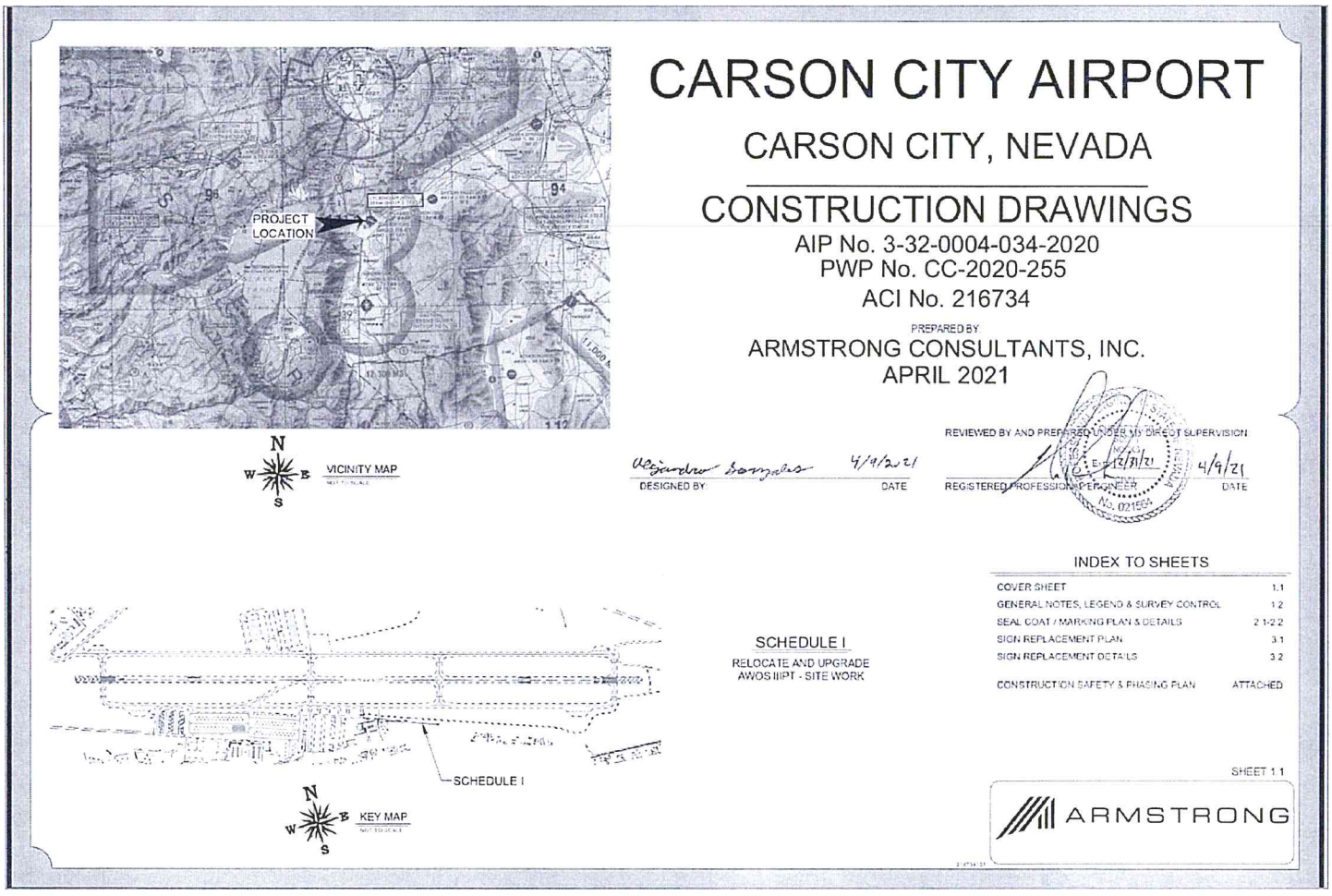
Project Scope

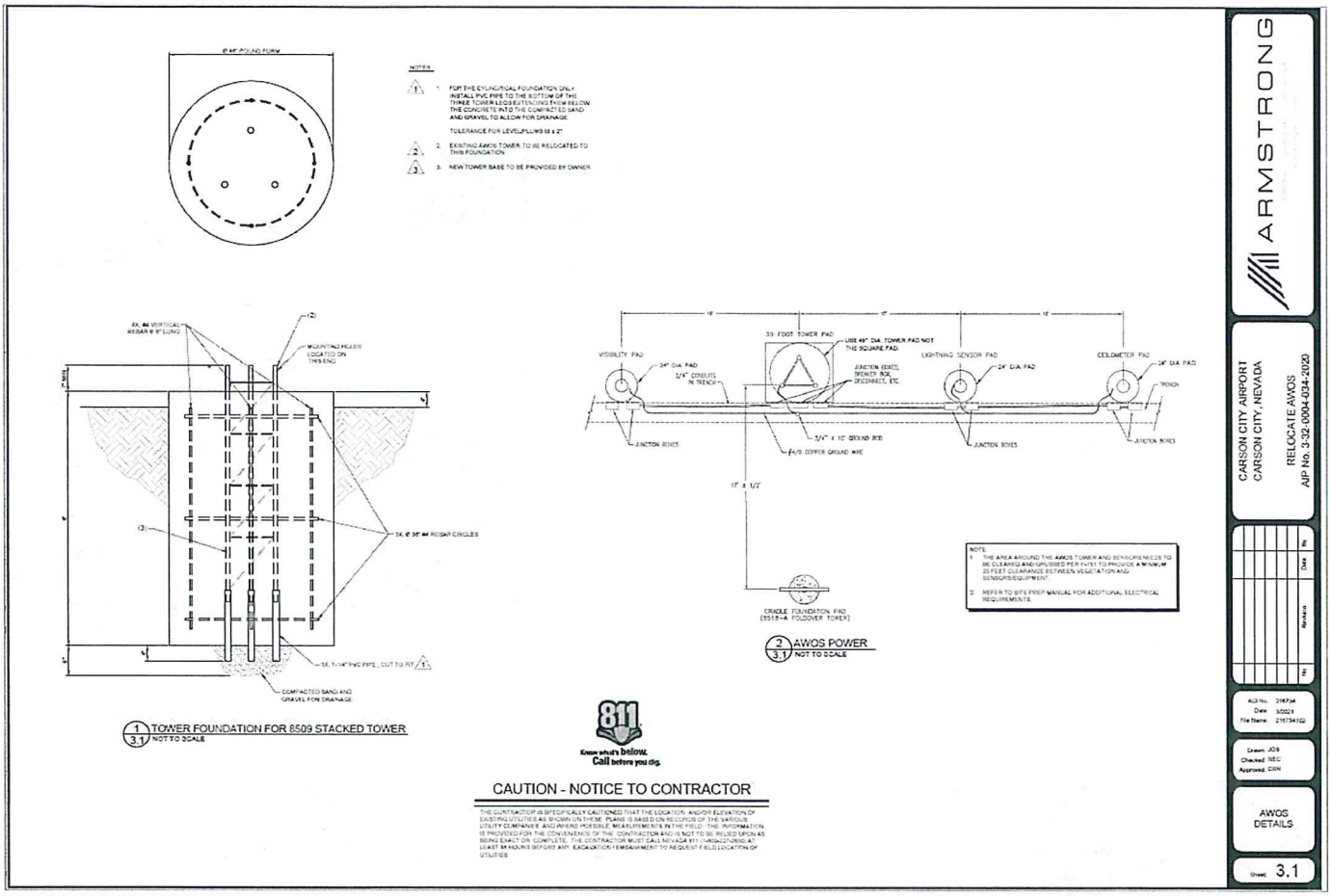
- The project included relocation and upgrade of the AWOS system at the airport.

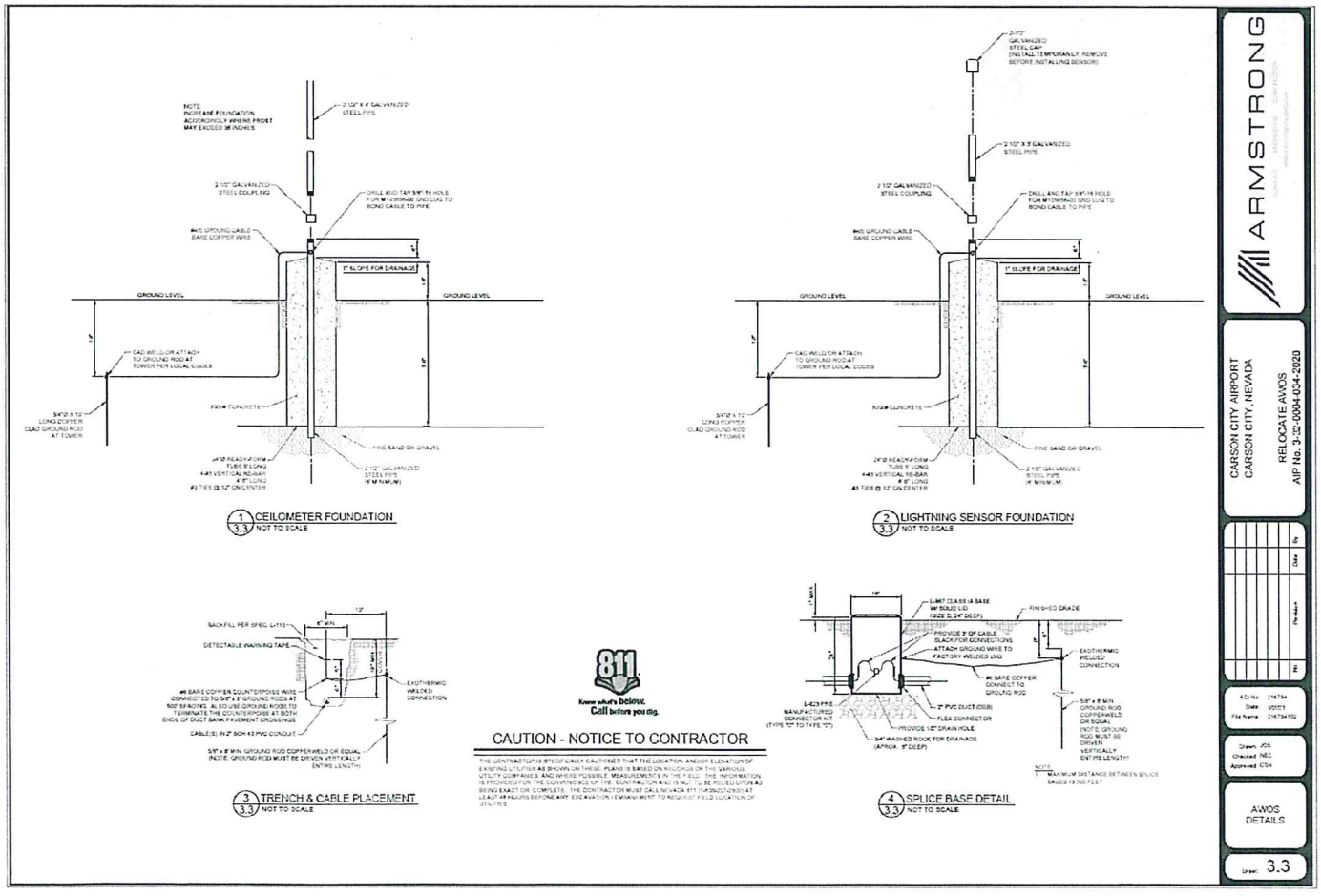
Project Deliverables Completed

- Engineer's Final Report including record of FAA commissioning of system
- FAA Standard Forms for grant closeout

Construction Drawings




NOTES
1. FOR THE CYLINDRICAL FOUNDATION ONLY, INSTALL PVC PIPE TO THE BOTTOM OF THE THREE TOWER LEGS EXTENDING FROM BELOW THE CONCRETE INTO THE COMPACTED SAND AND GRAVEL TO ALLOW FOR DRAINAGE.
TOLERANCE FOR LEVEL/PLUMB IS ± 2°
2. EXISTING AWOS TOWER TO BE RELOCATED TO THIS FOUNDATION
3. NEW TOWER BASE TO BE PROVIDED BY OWNER
(2) #4 VERTICAL REBAR 9' 9" LONG
MOUNTING PLATE LOCATED ON THIS END
3X, # 36" #4 REBAR CIRCLES
3X, 1-1/4" PVC PIPE, CUT TO FIT
COMPACTED SAND AND GRAVEL FOR DRAINAGE
1 TOWER FOUNDATION FOR 8509 STACKED TOWER
3.1 NOT TO SCALE
33 FOOT TOWER PAD
USE 49" DIA. TOWER PAD NOT THE SQUARE PAD
VISIBILITY PAD
24" DIA PAD
3/4" CONDUITS IN TRENCH
JUNCTION BOXES, WEATHER BOX, DISCONNECT, ETC.
LIGHTNING SENSOR PAD
CEILOMETER PAD
TRENCH
3/4" x 10' GROUND ROD
#4/0 COPPER GROUND WIRE
CRICKLE FOUNDATION PAD (8511B-A FOLDOVER TOWER)
NOTE:
1. THE AREA AROUND THE AWOS TOWER AND SENSORS NEEDS TO BE CLEARED AND GRUBBED PER FV151 TO PROVIDE A MINIMUM 20 FEET CLEARANCE BETWEEN VEGETATION AND SENSORS/EQUIPMENT.
2. REFER TO SITE PREP MANUAL FOR ADDITIONAL ELECTRICAL REQUIREMENTS.
2 AWOS POWER
3.1 NOT TO SCALE
811 Know what's below. Call before you dig.
CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS IN THE FIELD. THIS INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL NEVADA 811 (1-800-227-2600) AT LEAST 48 HOURS BEFORE ANY EXCAVATION / EMBANKMENT TO REQUEST FIELD LOCATION OF UTILITIES
ARMSTRONG
CARSON CITY AIRPORT
CARSON CITY, NEVADA
RELOCATE AWOS
AIP No. 3-32-0004-034-2020
No. Revision Date By
ACS No. 216734
Date 3/2021
File Name 216734102
Drawn JDS
Checked NEC
Approved CSN
AWOS DETAILS
Sheet 3.1


NOTE: INCREASE FOUNDATION ACCORDINGLY WHERE FROST MAY EXCEED 36 INCHES
2 1/2" X 4' GALVANIZED STEEL PIPE
2 1/2" GALVANIZED STEEL COUPLING
DRILL AND TAP 5/8"-11 HOLE FOR M12958436 GND LUG TO BOND CABLE TO PIPE
#4/0 GROUND CABLE BARE COPPER WIRE
1" SLOPE FOR DRAINAGE
GROUND LEVEL
CAD WELD OR ATTACH TO GROUND ROD AT TOWER PER LOCAL CODES
3/4"Ø X 10' LONG COPPER CLAD GROUND ROD AT TOWER
FINE SAND OR GRAVEL
1 CEILOMETER FOUNDATION
3.3 NOT TO SCALE
2 LIGHTNING SENSOR FOUNDATION
3.3 NOT TO SCALE
BACKFILL PER SPEC. L-110
DETECTABLE WARNING TAPE
#6 BARE COPPER COUNTERPOISE WIRE CONNECTED TO 5/8" x 8' GROUND RODS AT 500' SPACING. ALSO USE GROUND RODS TO TERMINATE THE COUNTERPOISE AT BOTH ENDS OF DUCT BANK PAVEMENT CROSSINGS
EXOTHERMIC WELDED CONNECTION
CABLE(S) IN 2" SCH 40 PVC CONDUIT
5/8" x 8' MIN. GROUND ROD COPPERWELD OR EQUAL (NOTE: GROUND ROD MUST BE DRIVEN VERTICALLY ENTIRE LENGTH)
3 TRENCH & CABLE PLACEMENT
3.3 NOT TO SCALE
811 Know what's below. Call before you dig.
CAUTION - NOTICE TO CONTRACTOR
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS IN THE FIELD. THIS INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL NEVADA 811 (1-800-227-2600) AT LEAST 48 HOURS BEFORE ANY EXCAVATION / EMBANKMENT TO REQUEST FIELD LOCATION OF UTILITIES
L-867 CLASS IA BASE W/ SQUID LID (SIZE D, 24" DEEP)
FINISHED GRADE
PROVIDE 3' OF CABLE SLACK FOR CONNECTIONS
ATTACH GROUND WIRE TO FACTORY WELDED LUG
#6 BARE COPPER CONNECT TO GROUND ROD
EXOTHERMIC WELDED CONNECTION
L-867 PIPE MANUFACTURED CONNECTOR KIT (TYPE "C" TO TYPE "C")
2" PVC DUCT (SCH)
FLEX CONNECTOR
5/8" x 8' MIN. GROUND ROD COPPERWELD OR EQUAL (NOTE: GROUND ROD MUST BE DRIVEN VERTICALLY ENTIRE LENGTH)
PROVIDE 12" DRAIN HOLE
3/4" WASHED ROCK FOR DRAINAGE (APROX. 9" DEEP)
NOTE:
1. MAXIMUM DISTANCE BETWEEN SPLICE BASES IS 500 FEET
4 SPLICE BASE DETAIL
3.3 NOT TO SCALE
ARMSTRONG
CARSON CITY AIRPORT
CARSON CITY, NEVADA
RELOCATE AWOS
AIP No. 3-32-0004-034-2020
No. Revision Date By
ACS No. 216734
Date 3/2021
File Name 216734102
Drawn JDS
Checked NEC
Approved CSN
AWOS DETAILS
Sheet 3.3

HAWTHORNE INDUSTRIAL AIRPORT (HTH) | HAWTHORNE, NV
Taxiway A Reconstruction

<u>Project Scope</u>

- The project involved a significant shift and new asphalt pavement construction of the parallel taxiway to achieve current FAA-standard spacing and geometry.

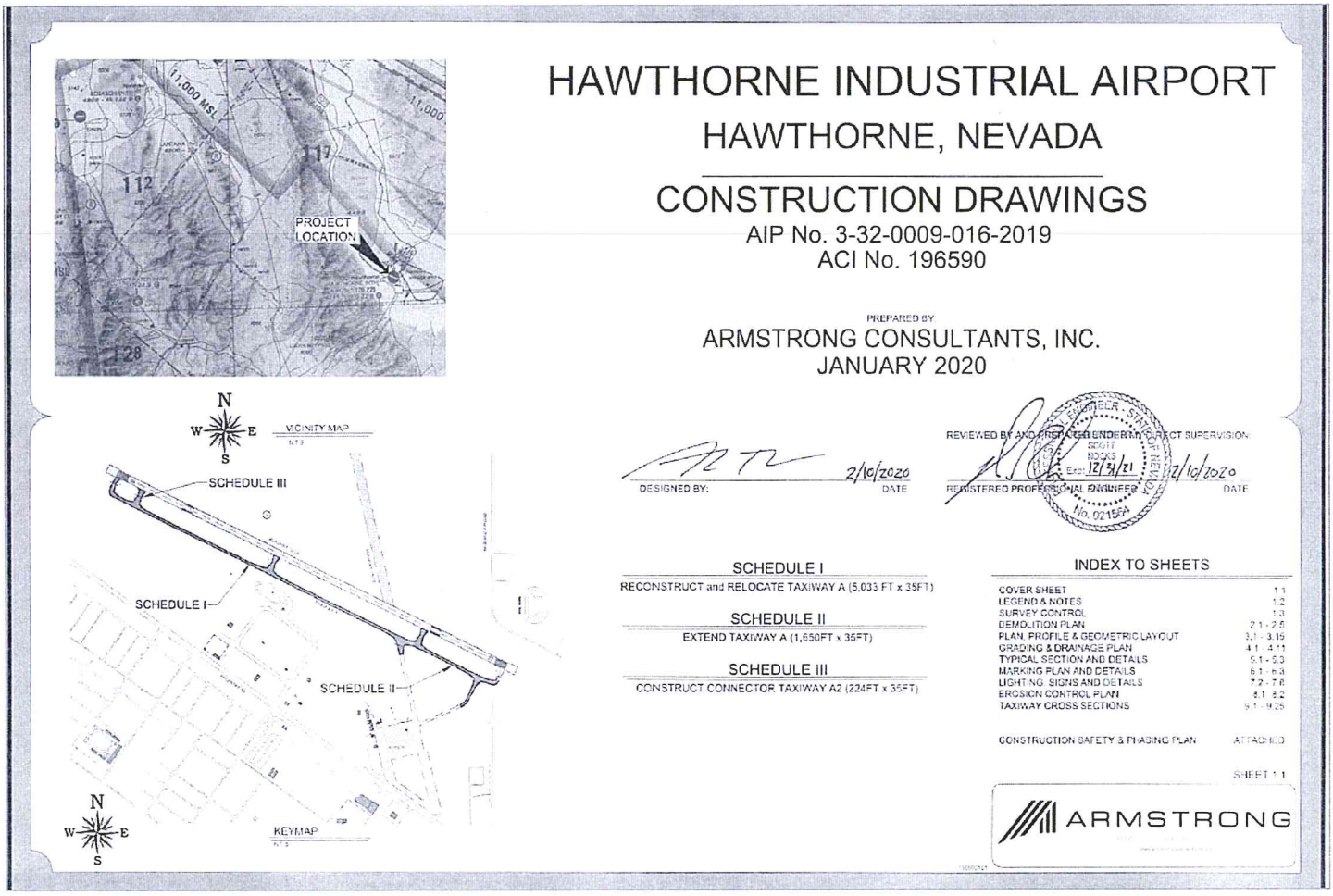
<u>Project Deliverables Completed</u>

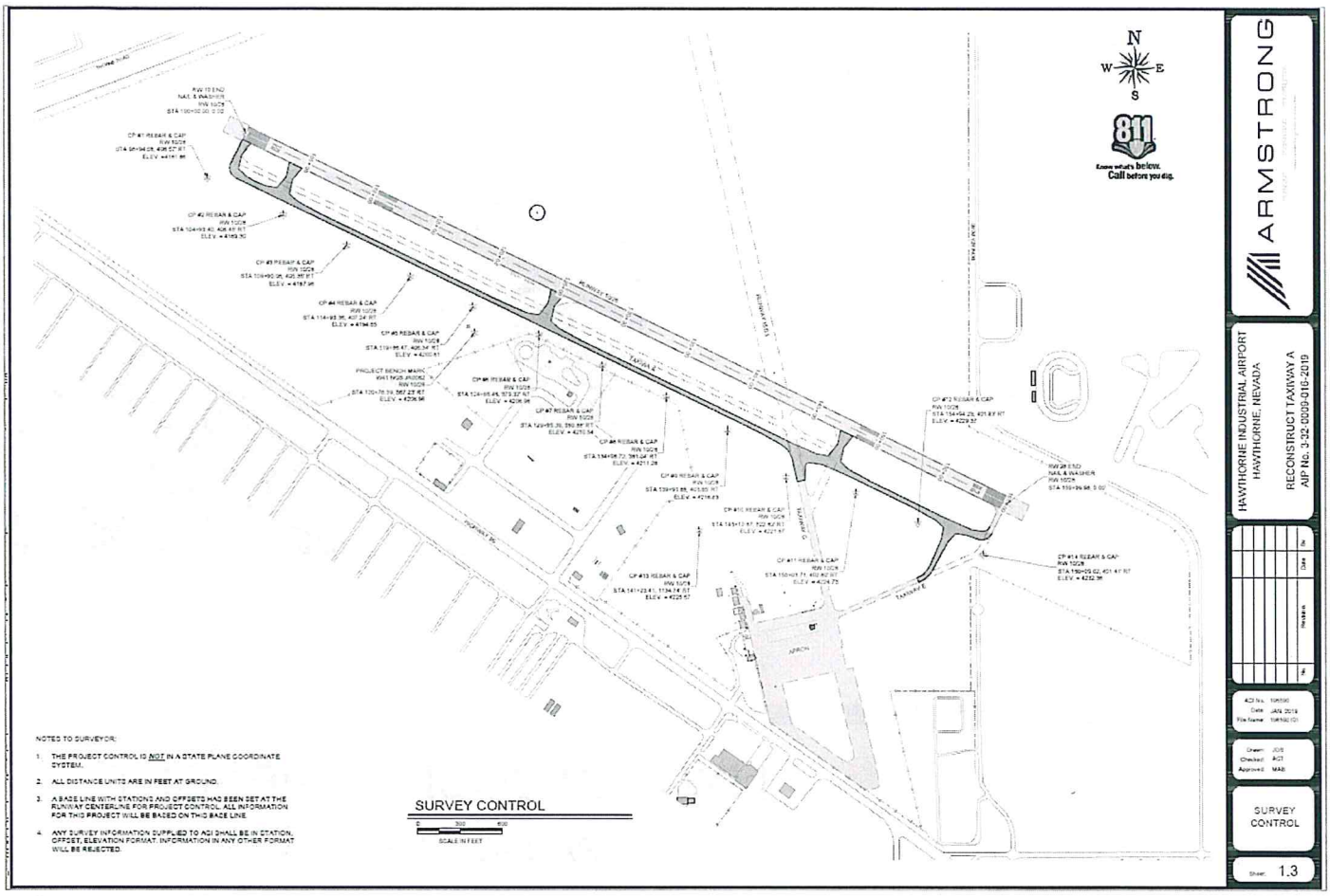
- Engineer's Final Report
- FAA Standard Forms for grant closeout
- ALP As-built update plan sheet

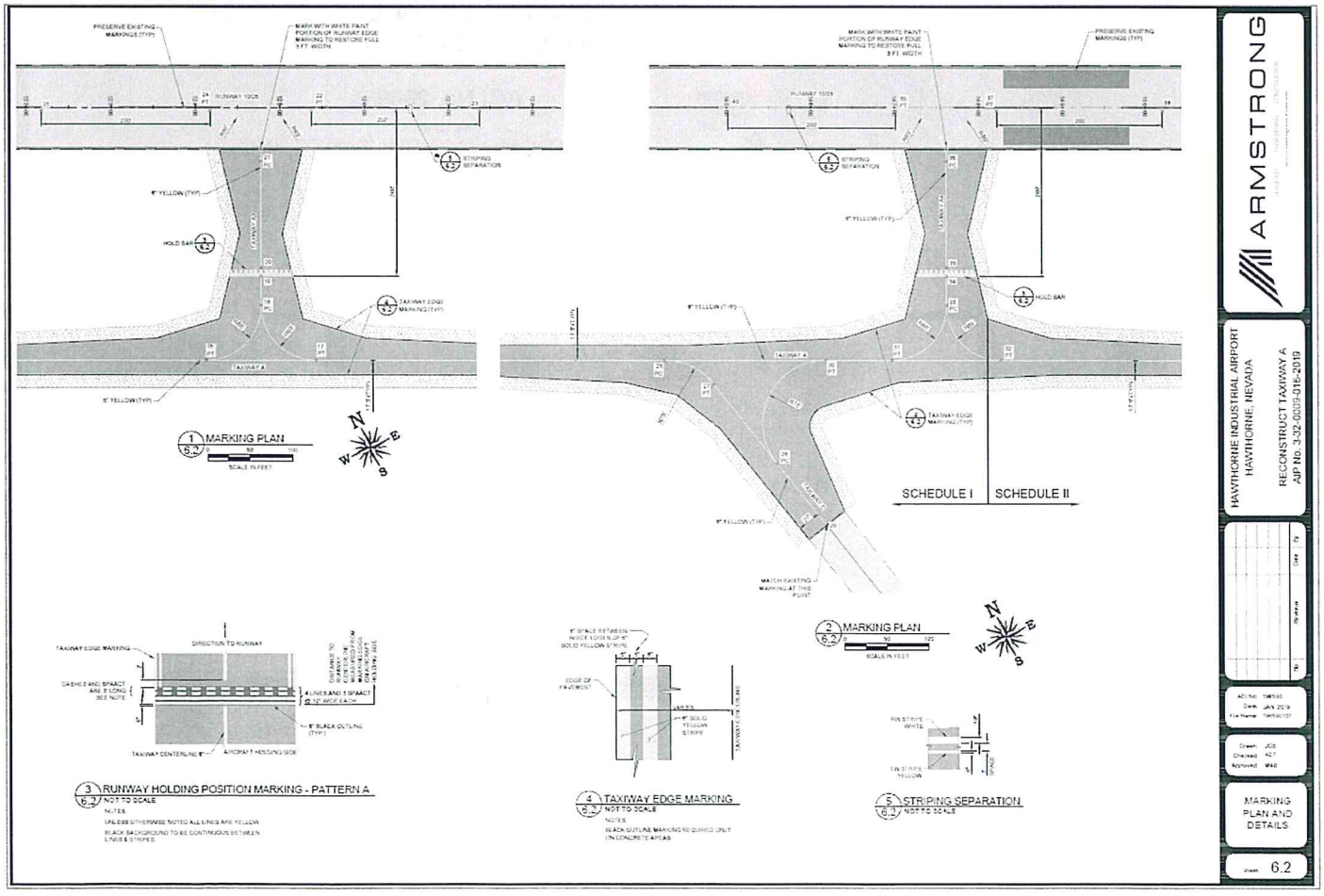




Construction Drawings




NOTES TO SURVEYOR:
1. THE PROJECT CONTROL IS NOT IN A STATE PLANE COORDINATE SYSTEM.
2. ALL DISTANCE UNITS ARE IN FEET AT GROUND.
3. A BASE LINE WITH STATIONS AND OFFSETS HAS BEEN SET AT THE RUNWAY CENTERLINE FOR PROJECT CONTROL. ALL INFORMATION FOR THIS PROJECT WILL BE BASED ON THIS BASE LINE.
4. ANY SURVEY INFORMATION SUPPLIED TO ACI SHALL BE IN STATION, OFFSET, ELEVATION FORMAT. INFORMATION IN ANY OTHER FORMAT WILL BE REJECTED.
SURVEY CONTROL
SCALE IN FEET
811
Know what's below. Call before you dig.
ARMSTRONG
HAWTHORNE INDUSTRIAL AIRPORT
HAWTHORNE, NEVADA
RECONSTRUCT TAXIWAY A
AIP No. 3-32-0009-016-2019
SURVEY CONTROL
Sheet 1.3


1 MARKING PLAN
SCALE IN FEET
2 MARKING PLAN
SCALE IN FEET
SCHEDULE I
SCHEDULE II
3 RUNWAY HOLDING POSITION MARKING - PATTERN A
NOT TO SCALE
4 TAXIWAY EDGE MARKING
NOT TO SCALE
5 STRIPING SEPARATION
NOT TO SCALE
ARMSTRONG
HAWTHORNE INDUSTRIAL AIRPORT
HAWTHORNE, NEVADA
RECONSTRUCT TAXIWAY A
AIP No. 3-32-0009-016-2019
MARKING PLAN AND DETAILS
Sheet 6.2

LINCOLN COUNTY AIRPORT (1L1) | PANACA, NV
Runway & Airfield Pavement Rehabilitation



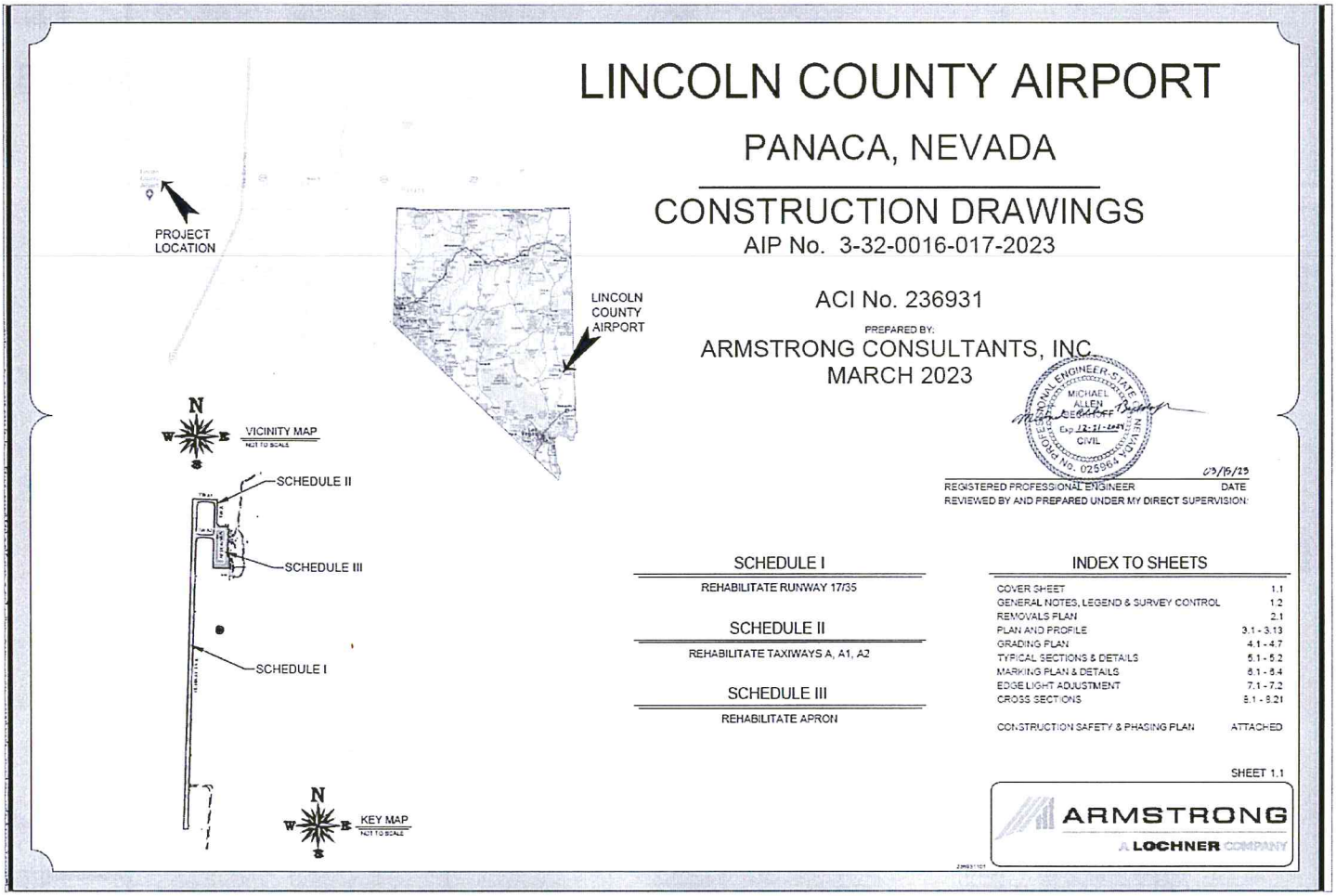
Project Scope

- The project involved major rehabilitation, asphalt pavement overlay and/or reconstruction along the length of Runway 17-35.

Project Deliverables Completed

- Engineer's Final Report
- FAA Standard Forms for grant closeout

Construction Drawings



LINCOLN COUNTY AIRPORT

PANACA, NEVADA

CONSTRUCTION DRAWINGS

AIP No. 3-32-0016-017-2023

ACI No. 236931

PREPARED BY:
ARMSTRONG CONSULTANTS, INC.
MARCH 2023

PROJECT LOCATION

LINCOLN COUNTY AIRPORT

VICINITY MAP
NOT TO SCALE

SCHEDULE II

SCHEDULE III

SCHEDULE I

KEY MAP
NOT TO SCALE

MICHAEL ALLEN BEECHER
Exp 12-31-2024
CIVIL
STATE OF NEVADA
No. 025964
PROFESSIONAL ENGINEER

03/16/23
REGISTERED PROFESSIONAL ENGINEER — DATE

REVIEWED BY AND PREPARED UNDER MY DIRECT SUPERVISION:

SCHEDULE I
REHABILITATE RUNWAY 17/35

SCHEDULE II
REHABILITATE TAXIWAYS A, A1, A2

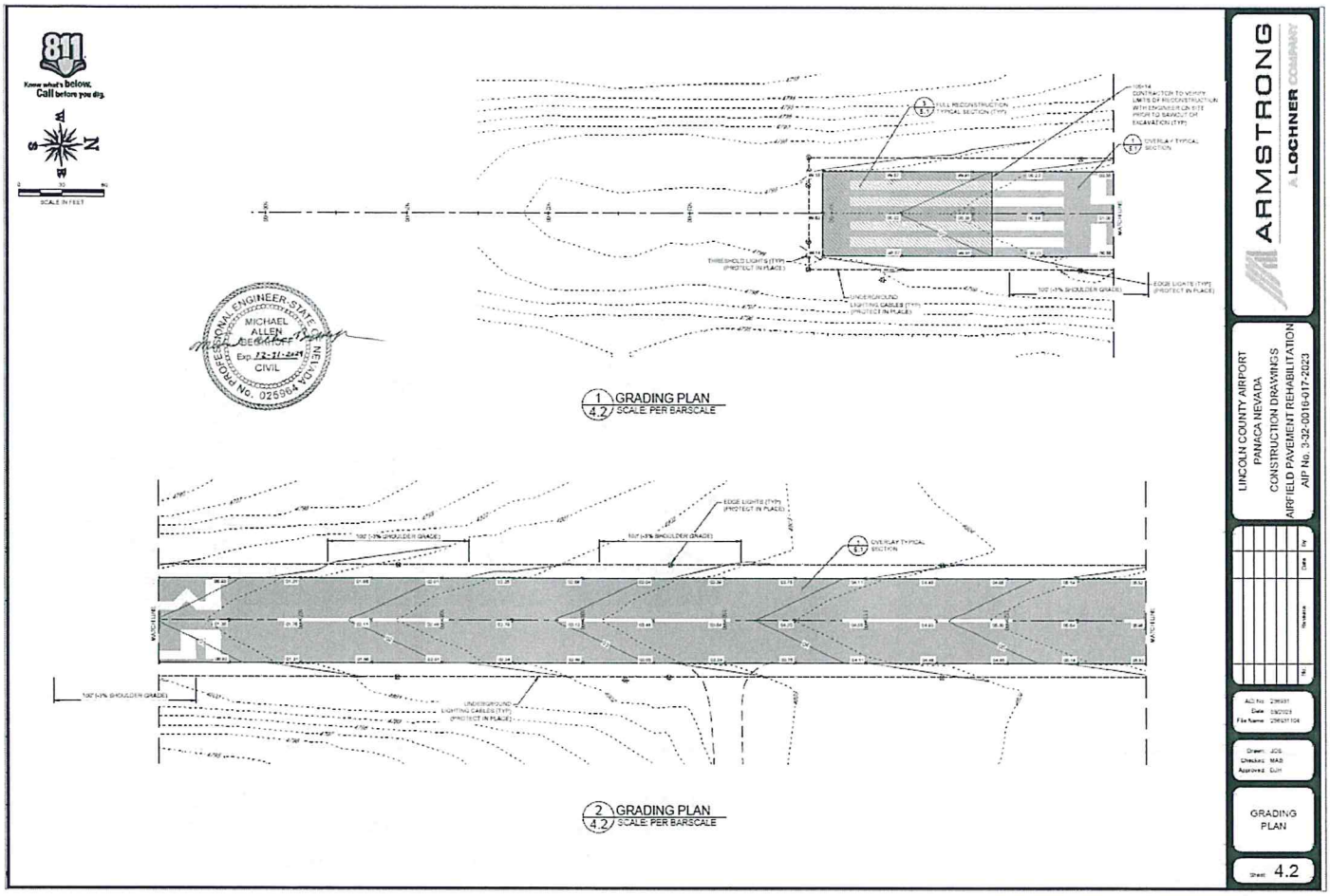
SCHEDULE III
REHABILITATE APRON

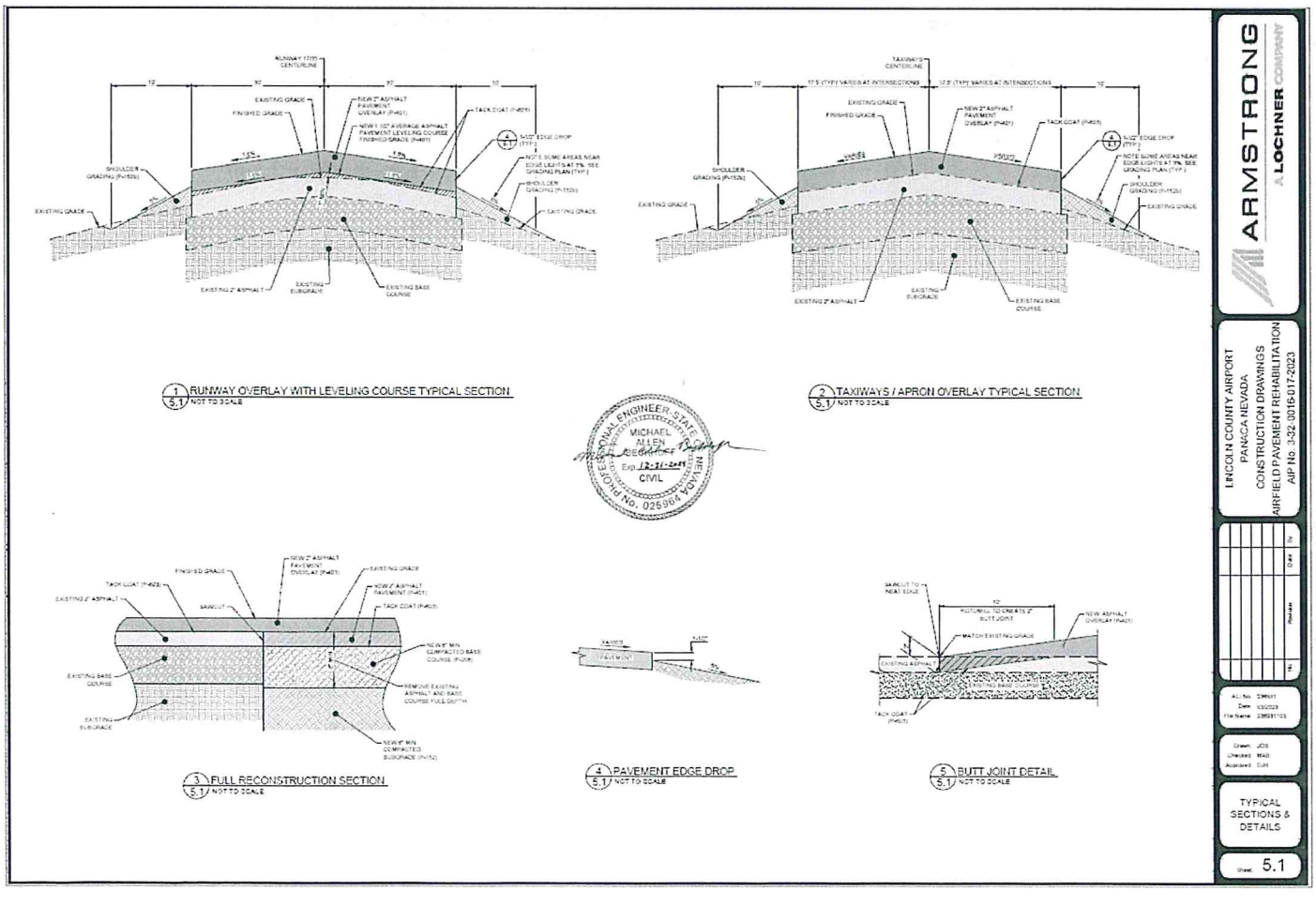
INDEX TO SHEETS

COVER SHEET	1.1
GENERAL NOTES, LEGEND & SURVEY CONTROL	1.2
REMOVALS PLAN	2.1
PLAN AND PROFILE	3.1 - 3.13
GRADING PLAN	4.1 - 4.7
TYPICAL SECTIONS & DETAILS	5.1 - 5.2
MARKING PLAN & DETAILS	6.1 - 6.4
EDGE LIGHT ADJUSTMENT	7.1 - 7.2
CROSS SECTIONS	8.1 - 8.21
CONSTRUCTION SAFETY & PHASING PLAN	ATTACHED

SHEET 1.1

ARMSTRONG
A LOCHNER COMPANY


811
Know what's below. Call before you dig.
SCALE IN FEET
PROFESSIONAL ENGINEER - STATE OF NEVADA
MICHAEL ALLEN BEECHER
Exp. 12-31-2023
CIVIL
No. 025964
1 GRADING PLAN
4.2 SCALE: PER BARSCALE
2 GRADING PLAN
4.2 SCALE: PER BARSCALE
ARMSTRONG
A LOCHNER COMPANY
LINCOLN COUNTY AIRPORT
PANACA NEVADA
CONSTRUCTION DRAWINGS
AIRFIELD PAVEMENT REHABILITATION
AIP No. 3-32-0016-017-2023
GRADING PLAN
Sheet 4.2


1 RUNWAY OVERLAY WITH LEVELING COURSE TYPICAL SECTION
5.1 NOT TO SCALE
2 TAXIWAYS / APRON OVERLAY TYPICAL SECTION
5.1 NOT TO SCALE
PROFESSIONAL ENGINEER - STATE OF NEVADA
MICHAEL ALLEN BEECHER
Exp. 12-31-2023
CIVIL
No. 025964
3 FULL RECONSTRUCTION SECTION
5.1 NOT TO SCALE
4 PAVEMENT EDGE DROP
5.1 NOT TO SCALE
5 BUTT JOINT DETAIL
5.1 NOT TO SCALE
ARMSTRONG
A LOCHNER COMPANY
LINCOLN COUNTY AIRPORT
PANACA NEVADA
CONSTRUCTION DRAWINGS
AIRFIELD PAVEMENT REHABILITATION
AIP No. 3-32-0016-017-2023
TYPICAL SECTIONS & DETAILS
Sheet 5.1

MINDEN-TAHOE AIRPORT (MEV) | MINDEN, NV
Taxiway Z Construction & Drainage Improvements

<u>Project Scope</u>

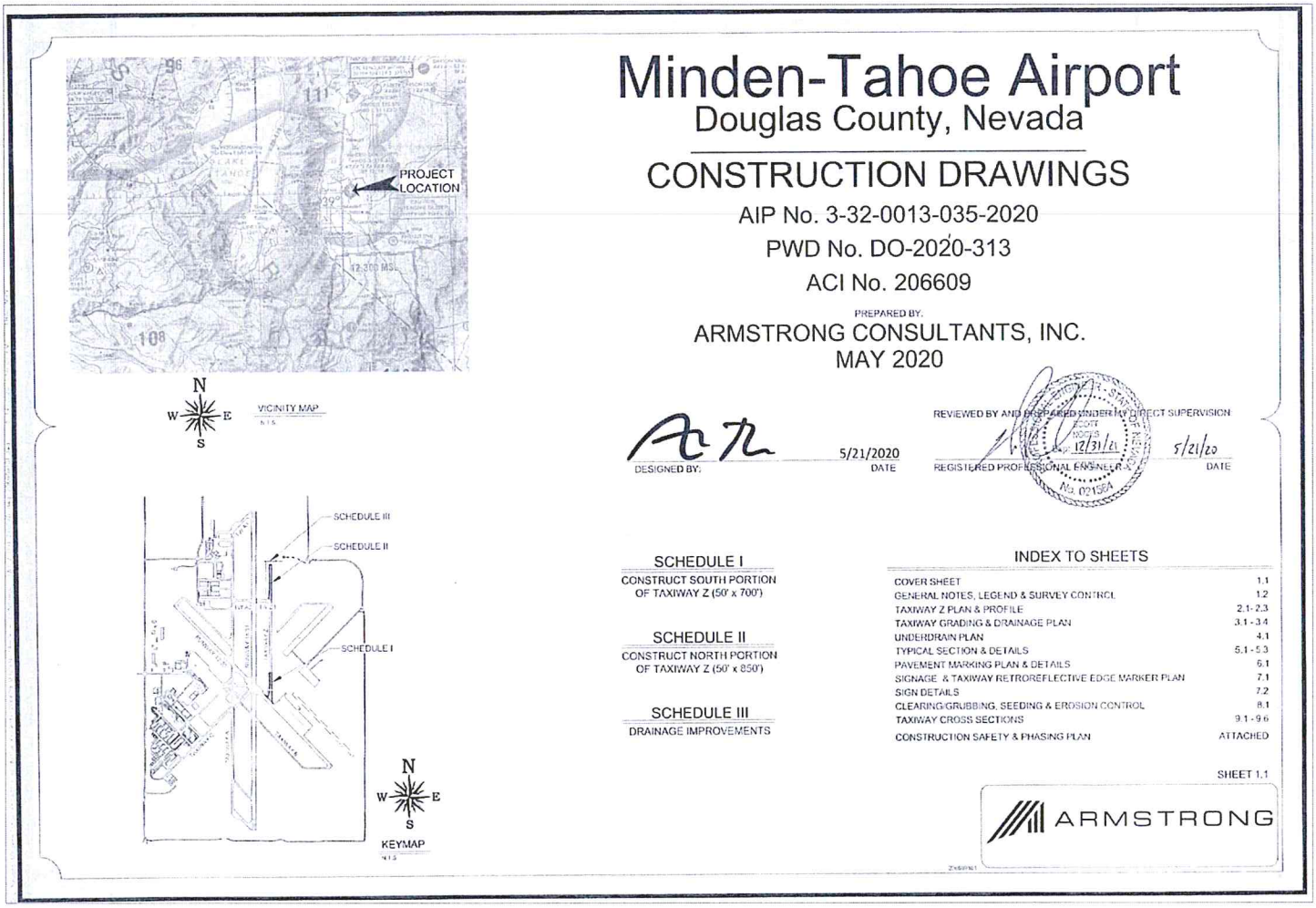
- This project involved the new construction of Taxiway Z, parallel to Runway 16-34.

<u>Project Deliverables Completed</u>

- Engineer's Final Report
- FAA Standard Forms for grant closeout



Construction Drawings



Minden-Tahoe Airport
Douglas County, Nevada

CONSTRUCTION DRAWINGS

AIP No. 3-32-0013-035-2020
PWD No. DO-2020-313
ACI No. 206609

PREPARED BY:
ARMSTRONG CONSULTANTS, INC.
MAY 2020

DESIGNED BY: 5/21/2020 DATE

REVIEWED BY AND PREPARED UNDER MY DIRECT SUPERVISION
REGISTERED PROFESSIONAL ENGINEER 12/31/20 5/21/20 DATE
No. 021564

SCHEDULE I
CONSTRUCT SOUTH PORTION OF TAXIWAY Z (50' x 700')

SCHEDULE II
CONSTRUCT NORTH PORTION OF TAXIWAY Z (50' x 850')

SCHEDULE III
DRAINAGE IMPROVEMENTS

INDEX TO SHEETS

COVER SHEET	1.1
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TAXIWAY Z PLAN & PROFILE	2.1-2.3
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UNDERDRAIN PLAN	4.1
TYPICAL SECTION & DETAILS	5.1-5.3
PAVEMENT MARKING PLAN & DETAILS	6.1
SIGNAGE & TAXIWAY RETROREFLECTIVE EDGE MARKER PLAN	7.1
SIGN DETAILS	7.2
CLEARING/GRUBBING, SEEDING & EROSION CONTROL	8.1
TAXIWAY CROSS SECTIONS	9.1-9.6
CONSTRUCTION SAFETY & PHASING PLAN	ATTACHED

SHEET 1.1

ARMSTRONG

GENERAL NOTES

1. ESTIMATED QUANTITIES ARE CONSIDERED APPROXIMATE ONLY EXCEPT WHERE PLAN QUANTITIES ARE SPECIFIED FOR PAYMENT. ACTUAL QUANTITIES SHALL BE DETERMINED BY FIELD MEASUREMENT OR SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTALS FOR THE ENGINEER'S APPROVAL PRIOR TO ORDERING.
3. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL NECESSARY CONSTRUCTION PERMITS AS NECESSARY FOR THE PROJECT INCLUDING THE SWPPP.
4. THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT A WORK SCHEDULE AND PROPOSED CONSTRUCTION METHODS AT THE PRE-CONSTRUCTION CONFERENCE.
5. THE CONTRACTOR SHALL OBTAIN APPROVAL FROM AIRPORT MANAGEMENT AND THE ENGINEER PRIOR TO ESTABLISHING CONSTRUCTION ACCESS OR HAUL ROADS. EXISTING PAVEMENT SURFACES OTHER THAN AIRFIELD PAVEMENTS SHALL BE USED TO THE MAXIMUM EXTENT POSSIBLE.
6. THE CONTRACTOR SHALL MINIMIZE DISTURBANCE INCLUDING RUTS PRODUCED BY VEHICLES AND EQUIPMENT IN NON-PAVEMENT AREAS WITHIN ALL CONSTRUCTION AREAS. ALL DISTURBED AREAS IN THESE LOCATIONS SHALL BE RECLAIMED AT NO ADDITIONAL COST TO THE SPONSOR. DAMAGE CAUSED TO EXISTING AIRFIELD PAVEMENT OR FACILITIES DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE SPONSOR.
7. CONTRACTOR SHALL COORDINATE ALL ON-SITE WASTE MATERIAL DISPOSAL WITH ENGINEER AND AIRPORT.
8. COMMON TRAFFIC ADVISORY FREQUENCY IS 123.05 MHZ.

CAUTION - NOTICE TO CONTRACTOR

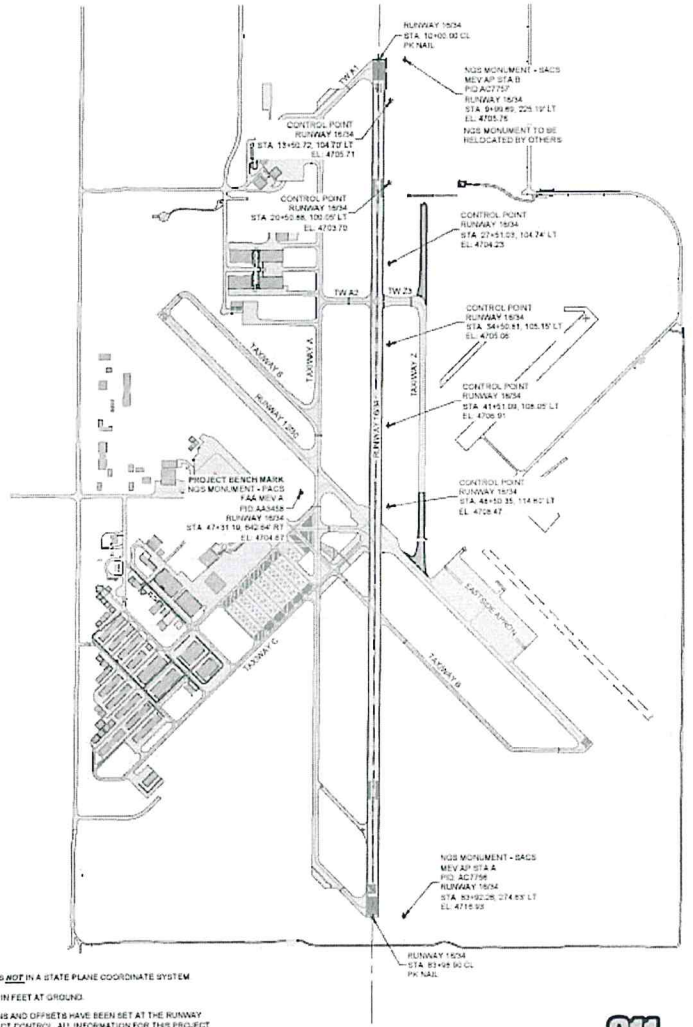
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS IN THE FIELD. THE INFORMATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR AND IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL NEVADA 811 (1-800-227-2600) AT LEAST 48 HOURS BEFORE ANY EXCAVATION / EMBANKMENT TO REQUEST FIELD LOCATION OF UTILITIES.

LEGEND

x.00	EXISTING SPOT ELEVATION
5025	EXISTING GROUND CONTOUR (5' INTERVAL)
	EXISTING RUNWAY EDGE LIGHT
	EXISTING TAXIWAY EDGE LIGHT
	EXISTING RETROREFLECTIVE MARKER
	EXISTING SPLICE BASE
	EXISTING AIRFIELD SIGN
	EXISTING BEACON
	EXISTING WIND CONE
	EXISTING SEGMENTED CIRCLE
	EXISTING PAPI / VASI
	EXISTING REIL
	EXISTING AWOS/ASOS/UNICOM
	EXISTING TIEDOWN ANCHOR
	EXISTING UTILITY POLE
	EXISTING AREA LIGHT
	EXISTING GUY
	EXISTING PAD MOUNTED TRANSFORMER
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING AREA INLET
	EXISTING MANHOLE / CLEAN-OUT
	EXISTING TELEPHONE RISER
	EXISTING TREE
	EXISTING ROAD SIGN(S)
	EXISTING SECTION CORNER
	EXISTING SURVEY CONTROL MONUMENT
	EXISTING PROPERTY CORNER PIN/CAP
	EXISTING POWER CABLE(S)
	EXISTING DUCT
	EXISTING CULVERT
	EXISTING SWALE DIRECTION
	EXISTING BARB WIRE FENCE
	EXISTING CHAIN-LINK FENCE
	EXISTING WILDLIFE FENCE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM DRAIN LINE
	EXISTING WATER LINE
	EXISTING GAS LINE
	EXISTING UNDERGROUND POWER OR TELE. LINE
	EXISTING OVERHEAD POWER CABLE
	EXISTING FIBER OPTIC CABLE
	EXISTING UNDERDRAIN
	EXISTING ASPHALT PAVEMENT EDGE
	EXISTING CONCRETE PAVEMENT EDGE
	EXISTING GRAVEL EDGE
	EXISTING CONCRETE PAVEMENT
	EXISTING ASPHALT PAVEMENT
	EXISTING GRAVEL
	EXISTING BUILDING
	EXISTING WETLANDS

x.00.00	PROPOSED FINISHED GRADE ELEVATION
10	PROPOSED GROUND CONTOUR (1' INTERVAL)
	PROPOSED RUNWAY EDGE LIGHT
	PROPOSED TAXIWAY EDGE LIGHT
	PROPOSED TAXIWAY RETROREFLECTIVE MARKER
	PROPOSED SPLICE BASE / PULL BOX
	PROPOSED AIRFIELD SIGN
	PROPOSED BEACON AND TOWER
	PROPOSED LIGHTED WIND CONE
	PROPOSED SEGMENTED CIRCLE
	PROPOSED PAPI
	PROPOSED REIL
	PROPOSED AWOS
	PROPOSED TIEDOWN ANCHOR
	PROPOSED UTILITY POLE
	PROPOSED SUPPLEMENTAL WIND CONE
	PROPOSED AREA LIGHT (S)
	PROPOSED ELECTRIC TRANSFORMER
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPOSED STORM DRAIN INLET
	PROPOSED SANITARY SEWER CLEAN-OUT
	PROPOSED MANHOLE
	PROPOSED SURVEY MONUMENT
	PROPOSED AIRFIELD POWER CABLE(S)
	PROPOSED COUNTERPOISE CABLE
	PROPOSED CONCRETE ENCASED DUCT BANK
	PROPOSED CULVERT w/END SECTIONS
	PROPOSED SWALE DIRECTION
	PROPOSED BARBED WIRE FENCE
	PROPOSED CHAIN-LINK FENCE
	PROPOSED WILDLIFE FENCE
SS	PROPOSED SANITARY SEWER LINE
SD	PROPOSED STORM DRAIN LINE
W	PROPOSED WATERLINE
G	PROPOSED GAS LINE
P	PROPOSED UNDERGROUND POWER/TELE
	PROPOSED PERFORATED UNDERDRAIN W/ CLEAN-OUT
	PROPOSED NON PERFORATED UNDERDRAIN OUTLET
	PROPOSED SEDIMENT LOG
	PROPOSED SILT FENCE
	PROPOSED CONCRETE PAVEMENT
	PROPOSED ASPHALT SEAL COAT AREA
	PROPOSED ASPHALT PAVEMENT OVERLAY
	PROPOSED ASPHALT REMOVAL
	PROPOSED GRAVEL
	PROPOSED ROCK RIPRAP
	PROPOSED BUILDING
	PROPOSED SEEDING AREA
	PROPOSED GRADING AREA

NOTE: LEGEND APPLIES TO ALL SHEETS IN THIS PLAN SET, IS GENERIC, AND NOT ALL SYMBOLS MAY BE IN PLAN SHEETS.



NOTES TO SURVEYOR:

1. THE PROJECT CONTROL IS NOT IN A STATE PLANE COORDINATE SYSTEM.
2. ALL DISTANCE UNITS ARE IN FEET AT GROUND.
3. BASE LINES WITH STATIONS AND OFFSETS HAVE BEEN SET AT THE RUNWAY CENTERLINES FOR PROJECT CONTROL. ALL INFORMATION FOR THIS PROJECT WILL BE BASED ON THESE BASE LINES.
4. BEFORE ANY CONSTRUCTION BEGINS, CONSTRUCTION SURVEYOR TO RUN A TRAVERSE AND LEVEL LOOP AND VERIFY CONTROL. ANY DISCREPANCIES SHALL BE RESOLVED WITH PROJECT ENGINEER.
5. ANY SURVEY INFORMATION SUPPLIED TO ACI SHALL BE IN STATION, OFFSET, ELEVATION FORMAT. INFORMATION IN ANY OTHER FORMAT WILL BE REJECTED.

SURVEY CONTROL

0 500 1000
SCALE IN FEET

N W E S

811 Know what's below. Call before you dig.

ARMSTRONG

MINDEN-TAHOE AIRPORT
DOUGLAS COUNTY, NEVADA

CONSTRUCT TAXIWAY Z - PHASE 2
AIP No. 3-32-0013-035-2020

No.	Revision	Date	By

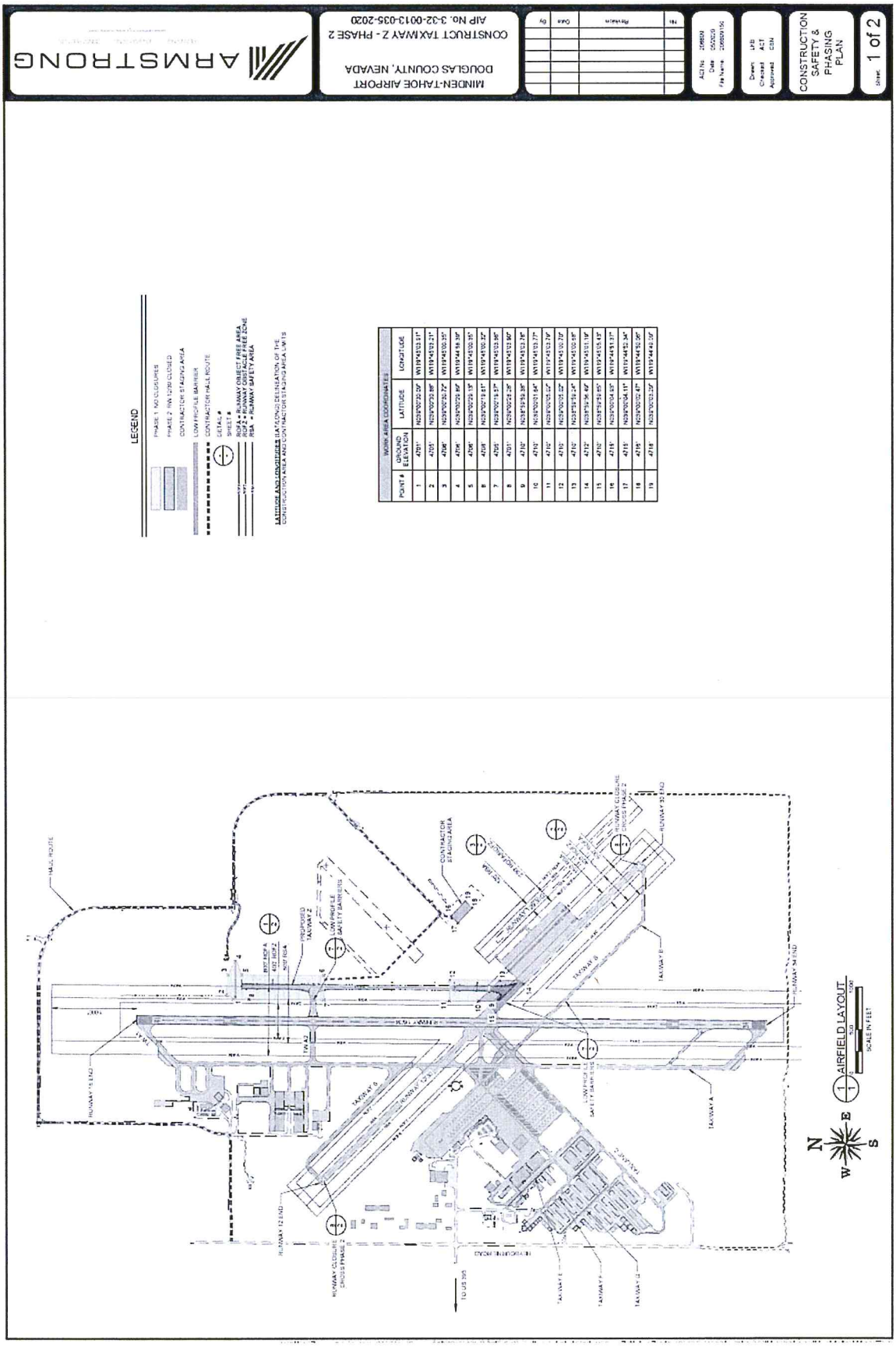
ACI No: 20S609
Date: 05/2020
File Name: 20S609101

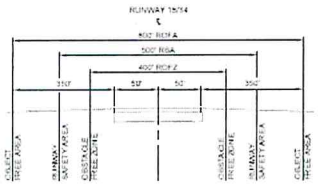
Drawn: LKB
Checked: ACT
Approved: CSN

LEGEND, NOTES & SURVEY CONTROL

Sheet: 1.2

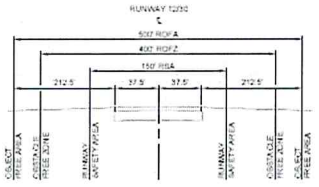
Construction Safety & Phasing Plan (CSPP)





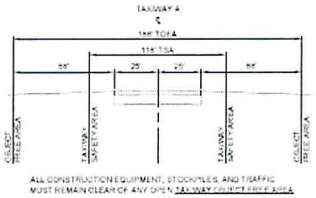
ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY SAFETY AREA. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

1/2 SAFETY AREAS
NOT TO SCALE



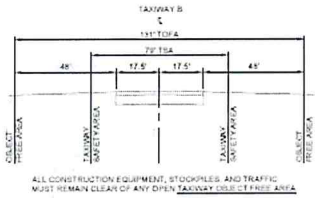
ALL STATIONARY CONSTRUCTION EQUIPMENT AND STOCKPILES MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE. ALL CONSTRUCTION EQUIPMENT AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN RUNWAY OBSTACLE FREE ZONE.

2/2 SAFETY AREAS
NOT TO SCALE



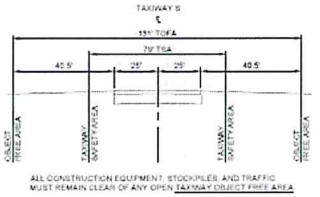
ALL CONSTRUCTION EQUIPMENT, STOCKPILES, AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN TAXIWAY OBJECT FREE AREA

3/2 SAFETY AREAS
NOT TO SCALE



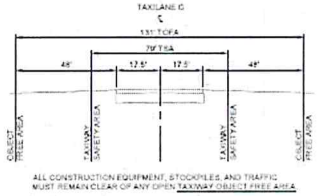
ALL CONSTRUCTION EQUIPMENT, STOCKPILES, AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN TAXIWAY OBJECT FREE AREA

4/2 SAFETY AREAS
NOT TO SCALE



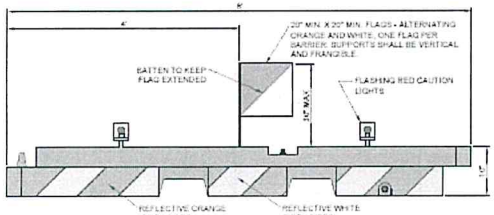
ALL CONSTRUCTION EQUIPMENT, STOCKPILES, AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN TAXIWAY OBJECT FREE AREA

5/2 SAFETY AREAS
NOT TO SCALE



ALL CONSTRUCTION EQUIPMENT, STOCKPILES, AND TRAFFIC MUST REMAIN CLEAR OF ANY OPEN TAXIWAY OBJECT FREE AREA

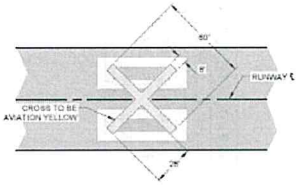
6/2 SAFETY AREAS
NOT TO SCALE



7/2 LOW PROFILE SAFETY BARRIER
NOT TO SCALE

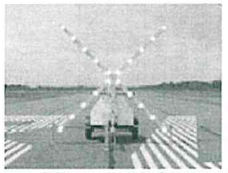
NOTES:

1. BARRIER SHALL BE SHERWIN INDUSTRIES, 10' x 9#" LOW PROFILE AIRPORT BARRIER, AS SHOWN, OR APPROVED EQUAL.
2. THE ENTIRE AREA OF ORANGE AND WHITE STRIPES SHALL BE RETLECTORIZED WITH SMOOTH SURFACE TYPE REFLECTIVE SHEETING.
3. LIGHTS MUST BE MOUNTED ON BARRIERS AND SPACED AT NO MORE THAN 10 FT.
4. THE BARRIERS SHALL BE WEIGHTED AGAINST PROPWASH AND CAPABLE OF WITHSTANDING UP TO 100 M.P.H. WIND FORCES.
5. FLASHING RED CAUTION LIGHTS SHALL BE BATTERY OPERATED AND SHALL MAINTAIN SUCH INTENSITY SO AS TO BE READILY IDENTIFIED FROM DISTANCES OF AT LEAST 200 FEET DURING DARKNESS.
6. THE CONTRACTOR SHALL CHECK ALL BARRIERS AND LIGHTS EACH DAY BEFORE LEAVING THE AIRPORT TO ENSURE LIGHTS ARE WORKING PROPERLY AND MAY NOT LEAVE WITHOUT ALL BARRIERS AND LIGHTS BEING IN PROPER WORKING ORDER.



8/2 RUNWAY CLOSURE CROSS
NOT TO SCALE

NOTE:
2 EACH REQUIRED PER CLOSED RUNWAY- INCIDENTAL. TO BE APPLIED OVER RUNWAY NUMERALS ON RUNWAY OR AT RUNWAY ENDS PRIOR TO RUNWAY CLOSURE. CROSSES TO BE CONSTRUCTED OF PLYWOOD OR OTHER FLAT MATERIALS WHICH SHALL BE SECURELY FASTENED TO PAVEMENT AND/OR ADEQUATELY WEIGHTED WITH SAND BAGS.



HALI-BRITE RUNWAY CLOSURE MARKER, RCM-D

9/2 LIGHTED RUNWAY CLOSURE CROSS
NOT TO SCALE

NOTES:
2 EACH REQUIRED PER CLOSED RUNWAY- INCIDENTAL. TO BE APPLIED OVER RUNWAY NUMERALS ON RUNWAY OR AT RUNWAY ENDS PRIOR TO RUNWAY CLOSURE. A LIGHTED CLOSURE CROSS SHALL BE REQUIRED AT NIGHT FOR DURATION OF PROJECT. TO BE PROVIDED BY AIRPORT.

ARMSTRONG

MINDEN-TAHOE AIRPORT
DOUGLAS COUNTY, NEVADA

CONSTRUCT TAXIWAY Z - PHASE 2
AIP No. 3-32-0013-035-2020

No.	Revision	Date	By

ACI No: 206830
Date: 05/2020
File Name: 206830150

Drawn: JDS
Checked: ACT
Approved: DSN

CONSTRUCTION SAFETY & PHASING PLAN

Sheet 2 of 2

APPENDIX C | LEGAL & INSURANCE INFORMATION

Insurance Coverage

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: greylingcerts@greyling.com
INSURED HWLOCHNE H.W. Lochner, Inc. 225 W. Washington Street, 12th Floor Chicago, IL 60606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Continental Insurance Company — 35289 INSURER B : National Fire Insurance Co of Hartford — 20478 INSURER C : American Casualty Co of Reading, PA — 20427 INSURER D : Lloyd's of London — 85202 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 411043913 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7092014905	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7091863062	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7092036547	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7092004665 (AOS) 7092009168 (CA)	5/1/2024 5/1/2024	5/1/2025 5/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability incl. Pollution Liability			B0146LDUSA2405260	5/1/2024	5/1/2025	Per Claim Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bachtel

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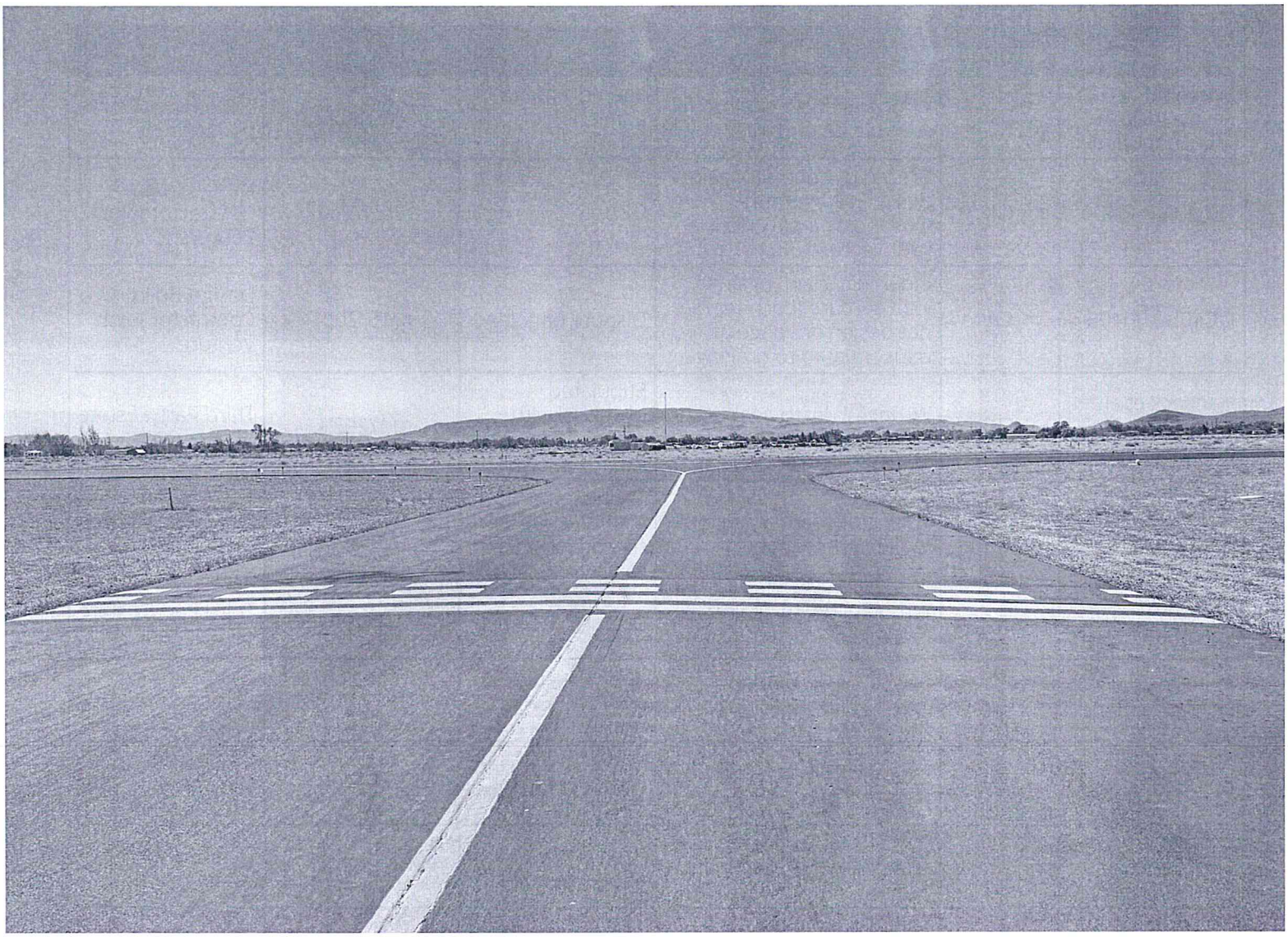
Litigation

The table below outlines Lochner's recent litigation history.

Matter	Location	Claim	Status	Date of Claim	Claimant
Simi Altaf Kasowadia et al. v. Lochner et al.	TX	Wrongful death against multiple defendants	Settled with no admission of liability	4/5/2022	Third Party: Estate of decedent
OC 405 v. PI405	CA	Breach of Contract against design joint venture (Lochner is a party to the joint venture)	Dispute ongoing	12/21/2022	Design-Build Contractor Joint Venture
OC405 v. PI405	CA	Indemnity claim against joint venture (Lochner did not design drainage at issue) related to drainage	Dispute ongoing	4/15/2021	Design-Build Contractor Joint Venture
Hancock et al. v. Lochner et al. (MVC fatality)	UT	Wrongful death against multiple defendants	Stipulated dismissal with no admission of liability	11/2023	Third Party: Estate of decedent
Fernandez et al. v. Lochner et al. (SR 138)	UT	Wrongful death against multiple defendants	Stipulated dismissal with no admission of liability	11/6/2023	Third Party: Estate of decedent
Fereday v. Lochner et al.	TX	Wrongful death against multiple defendants (CEI)	Dispute ongoing	11/16/2023	Third Party: Estate of decedent
Perrault v. Lochner et al.	IL	Personal Injury (traffic control/signage)	Settled with no admission of liability	12/12/2023	Third Party: Parent of minor child
Austin Bridge & Road v. Lochner et al.	TX	CEI Indemnity related to personal injury	Dispute ongoing	5/9/2024	Defendant/ General Contractor
Bowling v. Lochner et al. (Condemnation)	KY	Third Party Complaint: response to condemnation action	Case dismissed; appeal pending	4/30/2024	Defendant/ landowner
OC405 v. PI405	CA	Third Party Complaint: Personal Injury/indemnity against multiple defendants (traffic control)	Dispute ongoing	4/18/2024	Design-Build contractor joint venture
Corea v. Lochner (auto collision)	FL	Personal Injury	Settled with no admission of liability	1/9/2024	Third party: driver
DNCC v. Lochner (Bell Shoals)	FL	Breach of Contract—CEI	Dispute ongoing	6/19/2024	Contractor
Alkhdour v. Lorig	IL	Workers Comp/Personal Injury/Third Party Contribution	Dispute ongoing	8/13/2024	Contractor

Conflict of Interest

N/A. Lochner does not have any potential conflicts of interest related to Lyon County projects at the Silver Springs Airport.



SUBMITTED BY
Lochner

1575 Delucchi Lane, Suite 219
Reno, NV 89502

Contact: Nadine Burgard, PE | 775.346.3011

Lochner

17.b Late Backup

Community Development Department

Professional Services Agreement Engineering – Silver Springs Airport

Board of County Commissioners

April 3, 2025

Community Development Department

Professional Services Agreement (PSA) Background

- **Current Firm:** Lochner (former Armstrong Consultants)
- **Length of Services:** December 19th, 2019
- **Current Services Provided:**
  - **Grant Management:** Prepare and revise State and FAA grant applications.
  - **Stakeholder Coordination:** Engage with Lyon County, Airport Users, FAA, State Aeronautics, and other key parties.
  - **Design & Engineering:** Execute project designs as per task order specifications.
  - **Construction Support:** Oversee engineering tasks during the construction phase.
  - **Planning & Environmental Compliance:** Ensure alignment with environmental regulations and planning needs.
  - **Additional Engineering Services:** Provide miscellaneous support as requested.

Community Development Department

Request for Qualifications (RFQ) Overview

- **Purpose:**
  - The **purpose of a Request for Qualifications (RFQ)** is to identify and evaluate qualified firms or individuals based on their expertise, experience, and capacity to perform specific professional services. An RFQ focuses on qualifications rather than cost and is typically used for selecting consultants or service providers for complex or specialized projects.
- **Key Functions:**
  - The RFQ was issued by the Community Development Department to establish a pool of qualified firms for:
    - **Engineering Design**
      - Design airport infrastructure (runways, taxiways, aprons, utilities, etc.) per FAA standards
      - Ensure compliance with FAA
    - **Permitting Assistance**
      - Obtain required federal, state, and local permits for airport development
    - **Construction Support Services**
      - Provide project management, inspections, and compliance oversight
    - **Coordination & Stakeholder Engagement**
      - Collaborate with Lyon County, FAA, and airport management for seamless project execution
    - **Grant Procurement Services**
      - Identify, apply for, and manage funding sources, including FAA AIP grants
      - Oversee grant compliance, reporting, and financial tracking
- **Importance:**
  - Ensure compliance with County and FAA policies and standards, enhance public safety, and support the long-term development and operational efficiency of the Silver Springs Airport (SPZ).

RFQ Timeline

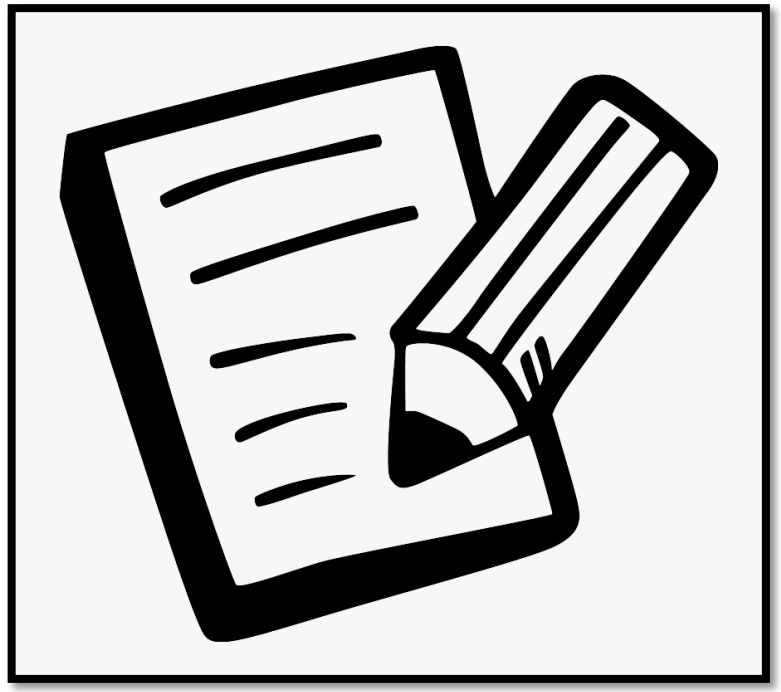
- **Timeline:**
  - **Advertisement Start Date:** Monday, February 24th , 2024
  - **Application Period Opens:** Monday, February 24th , 2024
  - **Clarifications/Amendments Deadline:** Monday, March 10th, 2025 by 5:00 pm
  - **Submittal Due Date:** Friday, March 14th, 2025, by 5:00 PM (PST)
  - **Evaluation Period:** Monday, March 17th, 2025, through Friday, March 21st, 2025
  - **Staff Scoring Due Date:** Monday, March 24th, 2025
  - **Board of County Commissioners Approval of Selection:** Thursday, April 3rd, 2025



Community Development Department

Evaluation Process

- **Submissions:**
  - Received two (2) Statement of Qualifications (SOQ)
    - Lochner
    - Eastern Sierra Engineering
- **Evaluation Criteria:**
  - Firm Experience (5 Points):
  - Key Personnel (5 Points):
  - Approach & Methodology (5 Points):
  - References (5 Points):
- **Evaluation:**
  - Scoring Panel consisting of three (3) Department Heads
  - Provided scores based on induvial analysis of the SOQ's relative to the Evaluation Criteria
  - Highest cumulative score warrants staff recommendation to the BOCC



Community Development Department

Evaluation Summary

Evaluation Summary:

- Firms were evaluated on experience, key personnel, methodology, and references.
- Firms were ranked based on total performance across criteria.

Results:

- **1st: Lochner (58 Points)**
  - Strongest overall qualifications; excelled in Firm Experience and Key Personnel.
  - Overall highest ranking scores
- **2nd: Eastern Sierra Engineering (49 Points)**
  - Competitive performance; strong in Key Personnel and Firm Experience
  - Strong References

Request for Qualfications (RFQ) Total Scores and Ranking						
Firm Name	Firm Experience and Qualifications (Total Points)	Experience and Qualifications of Key Personnel (Total Points)	Approach and Methodology (Total Points)	References (Total Points)	Total Scores	Rank
Lochner	15	14	14	15	58	1
Eastern Sierra Engineering	12	12	10	15	49	2

Staff Recommendation

- **Recommended Motion:**
  - ***Motion to approve the selection of <u>Lochner</u> for the Professional Services Agreement related to engineering services for the Silver Springs Airport (SPZ), and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.***

Next Steps…

1. Staff will finalize negotiations with selected firm to establish a new PSA.
2. The finalized PSA will be reviewed by the Lyon County District Attorney's Office.
3. Lyon County Board of Commissioners shall be provided finalized PSA for approval.
4. Upon Board approval, execute the agreement and initiate services as represented under the new approved agreement.



Questions?



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
17.c

Subject:
For Possible Action: Approve the selection of a planning firm for the Professional Services Agreement (PSA) related to planning services for the Silver Springs Airport and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Staff Report
- Lochner - SOQ
- RFQ2025-01 - Silver Springs Airport Planning Services
- RFQ2025-01 - Silver Springs Airports Planning Services Advertisement

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT

27 SOUTH MAIN STREET, YERINGTON, NV 89447

PHONE: 775-463-6592 FAX: 775-463-5305
WEBSITE: www.lyon-county.org

BOARD OF COUNTY COMMISSIONERS

RFQ 2025-01

Proposed Action	The selection of a planning firm for the Professional Services Agreement (PSA) related to planning services for the Silver Springs Airport (SPZ) and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.
Meeting Date	April 3rd, 2025
Prepared By	Gavin Henderson – Director
Department	Lyon County Community Development Department

RECOMMENDATION

Staff recommends the Board of County Commissioners approve the selection of Lochner as the most qualified respondent based on the evaluation criteria set forth in the Request for Qualifications (RFQ) and authorize staff to negotiate and finalize the Professional Services Agreement, subject to review and approval by the Lyon County Board of Commissioners.

BACKGROUND

The Community Development Department issued a RFQ to establish and select from a pool of qualified firms capable of providing professional planning services for the Silver Springs Airport (SPZ). These planning services are essential to ensure compliance with County policies and standards, enhance stakeholder involvement, and support the long-term development and operational efficiency of the Silver Springs Airport (SPZ).

The Request for Qualifications (RFQ) was publicly advertised, resulting in submissions from one firm. An evaluation panel, consisting of Andrew Haskin, Gavin Henderson, and Josh Foli, reviewed and scored the proposals based on the evaluation criteria outlined in the RFQ. These criteria included Firm Experience and Qualifications, Experience and Qualifications of Key Personnel, Approach and Methodology, and References.

Following the evaluation process, Lochner received the highest overall scores, making them the top-ranked firm for the professional services agreement.

JUSTIFICATION

Lochner received the highest total score based on the specific criteria outlined in the RFQ. Their qualifications meet the criteria set forth by the County, and their proposed approach is consistent with the objectives and standards specified in the RFQ.

FISCAL IMPACT

The services provided to the County are based on a 5% - 6.5% County match for applicable projects per the Federal Aviation Association (FAA) regulations. The fiscal impact of this contractual agreement is determined by the number of projects per fiscal year. Services to be provided are those outlined in the Airport Capital Improvement Plan (ACIP).

RECOMMENDED MOTION

If the Board of County Commissioners determines that they approve of the selection of the planning firm for professional services related to planning services for the Silver Springs Airport based on staff's recommendation, then the Board of County Commissioners should make a motion similar to the following.

Motion to approve the selection of Lochner for the Professional Services Agreement related to planning services for the Silver Springs Airport (SPZ), and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.

ALTERNATIVES TO RECOMMENDATION OF APPROVAL

Motion to Reissue the RFQ:
If the Board of County Commissioners determines there is insufficient information to make the decision before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of agenda item as presented, then the Board of County Commissioners should make the appropriate findings and move to reissue the RFQ to allow for additional submissions and review.

The Board of County Commissioners finds that:

- There are specific deficiencies or concerns with the current RFQ process or submissions.
- There are gaps in qualifications or service capabilities that necessitate a reissuance.

Motion to reject the current recommendation for selection and direct staff to reissue the Request for Qualifications (RFQ) to allow for additional submissions and review.

NEXT STEPS

1. Upon Board approval, staff will finalize negotiations with Lochner.
2. The finalized agreement will be reviewed by the Lyon County District Attorney's Office.
3. Lyon County Board of Commissioners shall be provided finalized agreement for approval.
4. Upon Board approval, execute the agreement and initiate services as represented under the approved agreement.

EVALUATION SUMMARY

The following is a summary of the evaluation of the firm based on the Request for Qualifications (RFQ). The evaluation criteria included the firm's experience and qualifications, the experience and qualifications of key personnel, their approach and methodology, and their references. The total scores for each firm were calculated and ranked accordingly as represented in Table 1.

1. **Lochner**
    - **Total Score**: 60
    - **Rank**: 1st
    - **Evaluation:**
        - **A.** Lochner received the highest total score, ranking top in all evaluation categories. Lochner demonstrated strong qualifications in Firm Experience and Qualifications as well as Experience and Qualifications of Key Personnel. Their Approach and Methodology showcased a comprehensive understanding of the project, and their References met the expectations outlined in the RFQ, further solidifying their position as the top-ranked firm.

Tabulated Values

Request for Qualfications (RFQ) Total Scores and Ranking						
Firm Name	Firm Experience and Qualifications (Total Points)	Experience and Qualifications of Key Personnel (Total Points)	Approach and Methodology (Total Points)	References (Total Points)	Total Scores	Rank
Lochner	15	15	15	15	60	1

Table 1: Request for Qualifications (RFQ) Total Scores and Ranking

Conclusion

The evaluation was conducted in alignment with the criteria specified in the RFQ, focusing on the qualifications and experience of the firms in relation to the County's needs. The rankings reflect each firm's strengths based on the review of their submitted materials. Lochner ranked first among all review criteria.

Lochner

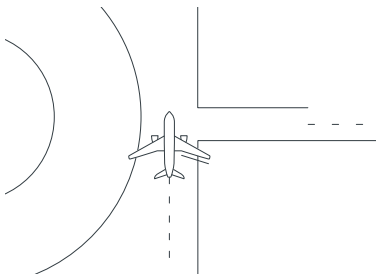


Statement of Qualifications

March 14, 2025

Silver Springs Airport (SPZ)

Statement of Qualifications for Airport Planning Services
RFQ-2025-02



Lochner

1575 Delucchi Lane, Suite 219 • Reno, NV 89502
OFFICE 775.346.3010 • hwlochner.com

Dear Selection Committee Members,

Today, you will reselect a dedicated partner and planning consultant aligned with your priorities and values. This choice will establish a solid foundation for a capable planning team committed to achieving your goals for upcoming projects. The Lochner team, formerly Armstrong Consultants, has the qualifications, experience, availability, proximity, and character you seek, along with a suite of value-added services to continue to support Lyon County (County) at the Silver Springs Airport (SPZ). With this experience, we are well positioned to continue exceeding your expectations.

Premium Level of Service

We tailor our services based on the unique needs of each of our clients. For SPZ, we will continue to provide a high level of personalized client support, and an inception-to-completion approach for all airport projects. Our comprehensive planning services are complimented by our airport engineering team and other value-added services. With our in-house collaboration between departments, we collectively tackle any planning, engineering, construction administration, or airport operational and management issues or questions that may arise.

In addition to our team of planners and engineers Lochner has a deep bench of support personnel who provide additional staffing and assurances to meet any deadline or needs. These services include airport management advisory services, grant management/ administration assistance, DBE program assistance, airport marketing services, and other resources that our airport clients have grown to rely on and appreciate. By offering these unique services, we alleviate much of the administrative workload from our clients, freeing them up to focus on more critical day-to-day needs. We pride ourselves on being able to offer a personalized level of service and have successfully done so for over 60 years.

Historic Knowledge & SPZ Expertise

Lochner's partnership with the County and SPZ began in 2013. Our history and capabilities will continue to benefit the County and SPZ by providing a responsive, consistent team, uniquely qualified to provide an exceptional level of aviation expertise, while offering a wealth of in-house services. We recognize the importance of the public/private partnership the County has with the airport management company and will continue to engage with all parties at the direction of County staff.

With over a decade of successful experience at the airport, our team has supported SPZ in expanding alongside the community as a premiere aviation facility. Throughout our planning partnership, our team has had the privilege of coordinating SPZ's Airport Master Plan (AMP), completed in 2017. While we are proud of our past achievements at SPZ, we are focused on the future. We will continue to strive for creative and innovative solutions to further SPZ's success.

Nevada Aviation Expertise & Proximity

We are experts in the unique needs of Nevada's airports and currently serve 11 airports in the state, including SPZ. In the last five years alone, we have helped our Nevada clients receive over $38 million in FAA funding. We will continue to facilitate frequent face-to-face meetings with County representatives and staff to present upcoming projects and development at the airports. In our experience, clear communication and well-grounded processes lead to mutually agreeable solutions and save time in project development.

Given our commitment to Nevada airports, we also stay active in the local aviation community. We are regularly in attendance at all Nevada aviation-related conferences and most recently, our team moderated and/or presented multiple sessions at the latest NVAA conferences in Reno. As experts in Nevada aviation, you can rest assured that your Lochner team will continue to advocate for your success.

The upcoming projects at SPZ reflect a significant commitment to maintaining and improving your airport, and we look forward to continuing to work with you to develop a plan for long-term sustainability and economic growth for the region. Having established an in-depth understanding of your airfield, projects, and goals, we will continue to seamlessly prioritize your projects without delay.

We are grateful for your consideration and the opportunity to continue as your airport planning team. We are committed to the success of SPZ and continuing to make your vision a reality. If you have any questions about our submittal or would like further information, please contact me.

Sincerely,



Matt Tomasson | National Planning Lead
602.903.5028 | mtomasson@hwlochner.com
2345 S. Alma School Rd., Suite 208, Mesa, AZ 85210

FIRM'S EXPERIENCE & QUALIFICATIONS

Firm Overview

Founded in 1944, Lochner provides planning, environmental, design, and construction management services for aviation, surface transportation, rail, and transit infrastructure clients. Our firm has over 1,200 professionals throughout the U.S. who are client-focused and performance-driven. Lochner's aviation staff and past projects featured in this submittal demonstrate the firm's capability to work collaboratively with our clients and public agencies to develop and implement innovative planning, design, and construction strategies that provide significant schedule, budget, and end-user benefits.

Lochner has grown significantly in the past two years. We recently acquired K. Friese + Associates, a firm specializing in infrastructure services; Armstrong Consultants, an aviation only practice whose western U.S. presence and experience helped expand our National Aviation Practice; KOA, a leading transportation services firm in California; and Triunity, a national firm specializing in infrastructure and PM/CM services for a variety of clients. It is an exciting time to be a part of the Lochner family of companies, and **we look forward to sharing this excitement with SPZ**.

100+ Dedicated Airport Professionals

60 Years of Aviation Experience

3,000+ Airport Projects Completed

15 States with Active Clients

11 Years Serving SPZ

WHY CHOOSE US?

EXPERIENCE – Our aviation team has grown to over 100 people and have completed more than 3,000 airfield projects. This means providing you with a team that has completed projects just like yours, at airports just like yours, dozens of times over. No surprises, no challenge that we can't solve.

EXPERTISE – We have built extensive expertise in airport planning, engineering, and construction administration serving general aviation airports, commercial service airports, and military airfields. All of our internal processes are designed to deliver airport planning and development projects in accordance with FAA specifications and regulations. We will continue to apply this expertise to develop effective solutions to your challenges and to the delivery of your projects.

SERVICE – Our culture is built on providing an exceptional level of client service. We will provide you with this same level of exceptional, proactive, personalized service that our current clients, some of whom have been with us for more than 60 years, have come to know and expect. This means that although our business is aviation, our priority is you...your projects, your needs, and your airport!



SPZ Lochner Offices

KEY WESTERN U.S. OFFICE LOCATIONS

Nevada
1575 Delucchi Lane
Suite 219
Reno, NV 89502

Arizona
2345 S. Alma School Road, Suite 208
Mesa, AZ 85210

Colorado
715 Horizon Drive
Suite 225
Grand Junction, CO 81506

*Lochner's team is committed to supporting Nevada's aviation community and possesses the expertise required to continue serving Lyon County at SPZ. Our **certifications, licenses, and professional affiliations** are detailed in Appendix A - Personnel Resumes.*

*Examples of our **high-quality work products** are provided in Appendix B.*

Lochner Services

Within the last year, Lochner has started, or completed, ten comprehensive FAA-funded Airport Master Plan (AMP) projects, plus numerous Airport Layout Plan (ALP) updates, some of which included narratives, and over two dozen as-built ALP drawings. As a result of this extensive level of recent experience, Lochner has a full understanding of the time frame and required project elements to successfully accomplish the upcoming planning projects at SPZ. Lochner will continue to utilize our experience at SPZ and similar airports to maximize efficiencies and develop a fluid project process.



Matt Tomasson
National Planning Lead



Jim Greil, CM
Sr. Planning Project Manager

Airport Planning Services

- Airport Master Planning
- Airport Layout Plans (ALP)
- Electronic ALPs (eALP)
- Airspace Obstruction Analysis
- Airport Noise Analysis
- Analyze Thermal and Visual Plume Impacts
- Aviation Forecasting
- Benefit-Cost Analysis
- Capital Improvement Planning
- Cultural and Historical Resource Reviews
- Environmental Site Reviews
- Environmental Studies
- FAA Aeronautical Surveys
- GIS Aeronautical Data Collection
- GIS Airport Planning Tools
- Government Relations Tools
- Instrument Approach Procedure Coordination
- Land Use Compatibility Planning
- Public Involvement/Consensus Building
- Special Studies – RPZ Analysis

Environmental Services

- Environmental Assessments
- Categorical Exclusions
- NEPA & State Compliance
- Noise Compatibility Studies
- SWPP/SWCC Plans
- Wetland Delineation/Mitigation



Nadine Burgard, PE
Nevada Market Lead
Engineering Project Manager



Allison Thomas, PE
Senior Engineer

Airport Engineering Services

- Runways, Taxiways, and Aprons
- Perimeter Fence and Security Upgrades
- Airfield Lighting, Signage and Visual Aids
- Terminal and Landside Facilities
- Snow Removal Equipment and Buildings
- Hangar Facilities
- Navigational Aids (NAVAIDs)
- Contractor Bidding
- Aircraft Rescue and Fire Fighting (ARFF) Equipment and Facilities
- Pavement Design
- Fuel Facilities
- AGIS Obstruction Surveys
- Roadways and Parking
- Safety and Operations Plans
- Utility Design and Relocations
- Geotechnical Investigation
- Landside Development
- Grant Administration and Funding
- Drainage and Stormwater management
- Airport Grading and Geometry

Drafting/Design



Danny Reed
CAD Manager

- Construction Plan Sets
- Airside & Landside Development Exhibits
- 2D & 3D Aircraft Maneuver and Parking Simulation
- GIS Data Mapping
- Categorical Exclusion Exhibits
- 7460-1 Exhibits
- UAS Operations for Real Time Data Collection



Erik Vliek, MBA
Business & Operations Manager

Grant Management

- Delphi Requests
- Submit Grant Applications
- Complete Required FAA Grant Forms
- Complete Required State Grant Forms
- Grant Troubleshooting



Cheree Schouten
Project Coordinator

Project Coordination

- Edit Technical Specifications
- Aid in Drafting Grant Applications
- Coordinate Project Advertisement with Sponsor and Newspaper
- Upload Project Information to Website
- Develop and Coordinate Contract Documents with Sponsor and Contractor
- Assist in Project Closeout Procedures
- Facilitate Bidding Processes
- Update Grant Paperwork



Mike Dikun, CM, CAE
Airport Management Advisor

Airport Management Advisors

- Tenant Relations and Lease Development
- Airport Operations and Safety Management
- Innovative Revenue Generation from Non-Aeronautical Uses
- Cooperative Development Agreements for Public and Private Partnerships
- Airport Revenue Generation and Expenditure Management, including other budgetary and financial requirements
- Engagement and Collaboration with Local, State, and Federal Elected Representatives, Stakeholder Engagement, and Community Expectation Management
- Exploration of Non-Federal Funding Sources



Jessica Callow
DBE & Title VI Coordinator

Title VI

- Coordinate with Sponsor to Assign Title VI Coordinator
- Assist Sponsor's Title VI Coordinator with FAA Connect Website Access
- Create Sponsor's Title VI Plan and CPP, including Demographic Data Collection and Assessment through Various Methods
- Evaluate Data for Potential Community Impacts
- Assist Sponsor in Community Outreach, Training Materials, and Compliance Requirements
- Finalize Title VI Plan and CPP and Submit to FAA Civil Rights Connect Website
- Ensure Record Compliance with USDOT 49 CFR Part 21 Requirements
- Update and Maintain Website Link for FAA Compliance with Sponsor's Civil Rights Programs

DBE Coordination

- Complete Yearly Achievement Reporting on NPIAS Airports
- Attend Annual FAA Civil Rights Convention for Program Updates
- Foster Positive Relationships with FAA DBE Compliance Specialists
- Track Payments to DBEs on Projects
- Identify and Engage Local DBE Firms for Project Participation
- Review Past Goals and Accomplishments for FAA-Funded Projects
- Determine Availability of DBE Firms and Expected Participation
- Break Out Race-Neutral versus Race-Conscious actions. This is Dependent on Past Years' Accomplishments and Records
- Review Other Information Sources such as State DBE Directory and Other Information Sources

EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL

Organizational Chart & Team Structure

Our team is fully committed to providing 100% availability to take on and execute your upcoming projects with the highest level of quality. Each member brings dedicated expertise and is ready to contribute to the success of your projects. Individual qualifications are detailed in Appendix A - Personnel Resumes, ensuring you have a clear understanding of the team's capabilities, roles, and commitment to meeting your needs.

Natasha Ashby
State Aviation Manager

Kenneth Hall
Community Planner

Engineering Support



Nadine Burgard, PE
Engineering Project Mgr.
Nevada Market Lead



Laryssa Ikehara, EIT
Airport Design Engineer

Planning



Matt Tomasson
National Planning Lead



Jim Greil, CM
Sr. Planning Project Manager



Jordan Harte
Airport Planner

Client Services



Mike Dikun, CM, CAE
Territory Mgr. | Airport Management Advisor



Erik Vliek, MBA
Grant Management Business & Ops Mgr



Jessica Callow
DBE & Title VI Coordinator

CAD Support



Danny Reed
CAD Manager
Drone Pilot

Relevant Airport Project Experience

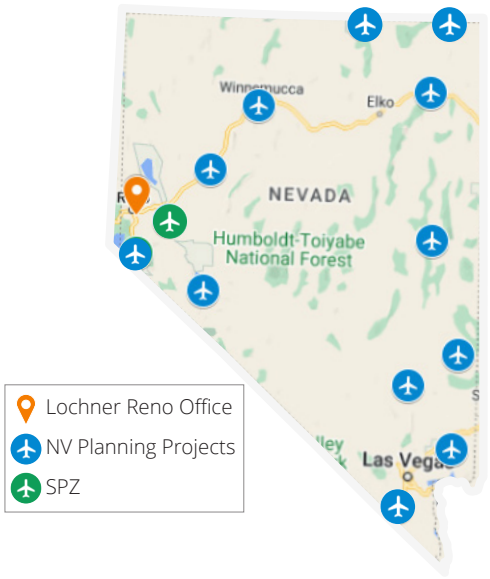
Lochner's planning team has completed over 25 AMPs and over 40 ALPs in the last five years. Recent planning project experience is shown in the table below, and specific project examples will be presented in the following pages. Our planning team has the experienced knowledge, availability, and capability to complete all upcoming planning work at SPZ. **Not only do we have extensive planning experience at similar airports, but we have also managed all planning efforts at SPZ since 2013, including the 2017 AMP completion. Our existing knowledge of your facilities, partnered with our understanding of the County's goals for the airport, makes Lochner the ideal team to continue serving SPZ's planning needs.** An overview of our planning team experience in shown below. In the last five years, our team has completed more than:

25	40	7	7	500
Airport Master Plans	Airport Layout Plans	Environ. Assessments	Land Acquisitions	Categorical Exclusions

100+	3,000+	50+	100+
Airport Capital Improvement Plans (per year)	Grant Applications (total last 34 years)	NEPA / CEQA (per year)	DBE Programs (per year)

Nevada Planning Project Experience

The team presented in this SOQ has a long history of successfully completing high-quality planning projects in the state. With decades of experience in Nevada aviation, Lochner has firmly established itself as a leader in the field. We have successfully completed AMPs and ALPs for over 100 airports, with 13 of them situated in the state of Nevada (including SPZ), showcasing our commitment to advancing aviation infrastructure. A map of our Nevada planning project experience is shown to the right. Operating from Reno, NV, Phoenix, AZ, and Grand Junction, CO, our dedicated team, consisting of ten planners, six CAD technicians, and two airport management advisors, ensures a robust and efficient approach to meeting our clients' needs. Our extensive track record and skilled team position Lochner as a practical and reliable choice in the Nevada aviation landscape.



WELLS MUNICIPAL AIRPORT | WELLS, NV

Environmental Services & Documentation

Lochner has provided on-call environmental services for the Wells Municipal Airport. The scope of these services involved the preparation and completion of Documented Categorical Exclusions (CatEx) for the various landside and airside improvements at the Airport in accordance with NEPA and FAA requirements. The projects included under the scope of the CatEx's included, apron rehabilitations and expansion, pavement maintenance, AWOS installation, acquisition of SRE equipment, perimeter fence installation, and construction of a Single Engine Air Tanker (SEAT) Base for the BLM.

Project Deliverables Completed: Documented CatEx Forms; Environmental Resource Evaluation; 500-Year Floodplain Evaluation; Cultural & Biological Resource Surveys

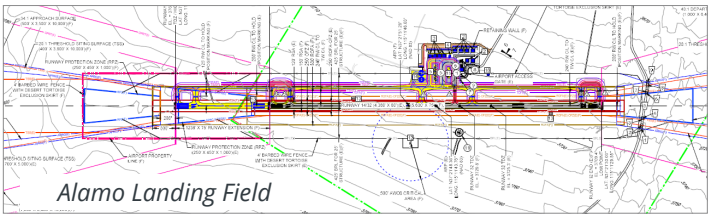
The Wells CatEx documentation is presented in Appendix B, Sample Work Products.

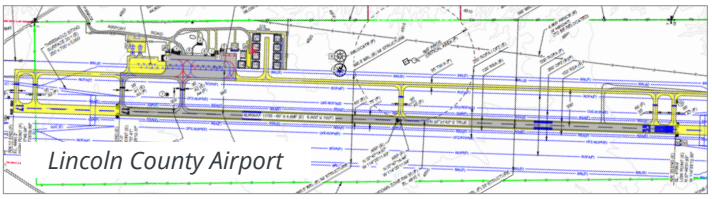


LINCOLN COUNTY AIRPORT & ALAMO LANDING FIELD LINCOLN COUNTY, NV

Airport Master Plans | Airport Layout Plans

Lincoln County, Nevada is the airport sponsor for two FAA funded airports; Lincoln County Airport and Alamo Landing Field. Lochner is the consultant of record for the County and assists the airports with capital improvement projects, regular participation in airport board meetings, and overall airport management. Our experience working with Lincoln County has resulted in great success for both airports. By developing joint five-year capital improvement plans we have ensured that large development projects at both airports have been able to proceed with limited funding availability. This is accomplished by shuffling FAA funding between the two airports as needed to cover the funding requirements of larger projects. In 2015, an ALP Update was completed for Lincoln County Airport, which served as guidance to determine future airport development objectives to support the local region. Key planning elements included a runway analysis for aerial firefighting operations and challenging topographical constraints impacting important airspace surfaces. In 2021, an AMP was completed for Alamo Landing Field. The airport serves the southern half of Lincoln County by enabling air medical evacuation, government agency flight operations, local tourism flights, and some military operations. The airport has historically been in the NPIAS, however, up until 2011 the airport only consisted of two unpaved runways with no other facilities. The current airport facilities were constructed through a series of AIP grants from 2011 to 2017. The airport's AMP was out of date, so prior to proceeding with any further development, an AMP Update project was initiated, and the airport's Exhibit A was updated. The airport is currently located on a section of land leased from the BLM, however the County is pursuing fee simple ownership. Additionally, due to development conceived in the AMP, additional land is needed for a runway extension and approach protection. The updated Exhibit A will serve as the mechanism to receive this additional land from the BLM. During the EA completed for the airport the desert tortoise was identified to have critical habitat present on the airport. An extensive biological review was completed for the airport along with a desert tortoise mitigation plan. Construction on the airport required a biologist to be onsite for all ground disturbing activities and any tortoises discovered were relocated outside of the airport boundary. A desert tortoise fence was then installed around the entire airport. The fence was designed by Lochner alongside the US Fish and Wildlife Service. A fund was also set up to provide funding for the San Diego Zoo Wildlife Alliance program for protection of the desert tortoise.


Alamo Landing Field


Lincoln County Airport

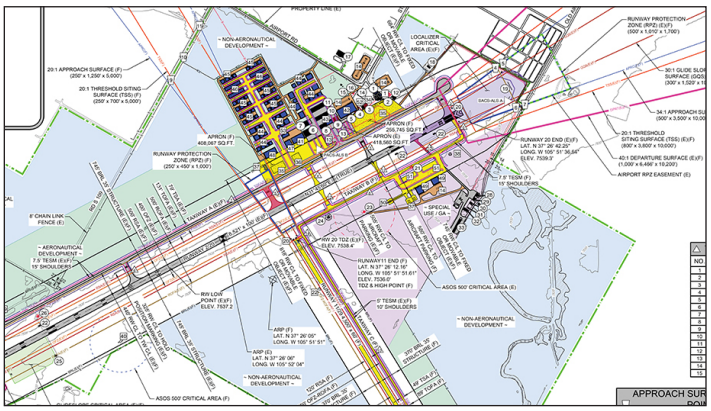
SAN LUIS VALLEY REGIONAL AIRPORT | ALAMOSA, CO

Airport Master Plan

The San Luis Valley Regional Airport's (ALS) AMP includes a 20-year development plan and an ALP drawing set that illustrates the airport's existing and future layout. The AMP provides the framework to guide cost-effective development that meets community goals and aviation demand for the short, intermediate, and long term. It is used by County, State, and Federal officials to plan, prioritize, and fund airport operations, maintenance, and development. The plan evaluates future demand, ensures compliance with FAA design standards, visualizes ultimate development, and supports airside and landside growth while aligning with local and regional goals.

During the project, the airport pursued its FAR Part 139 Certification to allow commercial air service with aircraft seating more than nine passengers. Lochner guided the FAR Part 139 process and integrated commercial air service expansions into the AMP, supporting future development at ALS. This included planning for expanded commercial aircraft parking, maintaining ILS procedures, accommodating future design aircraft (CRJ-700), enhancing snow removal and firefighting facilities, and designing an air tanker base and expanded terminal.

These efforts led to ALS receiving its FAR Part 139 certificate and securing United Airlines service to Denver, with the first scheduled flight on November 1, 2020, using a 50-seat CRJ-200. The airport now has an updated AMP and ALP with a 20-year plan to guide future growth and ensure continued success.



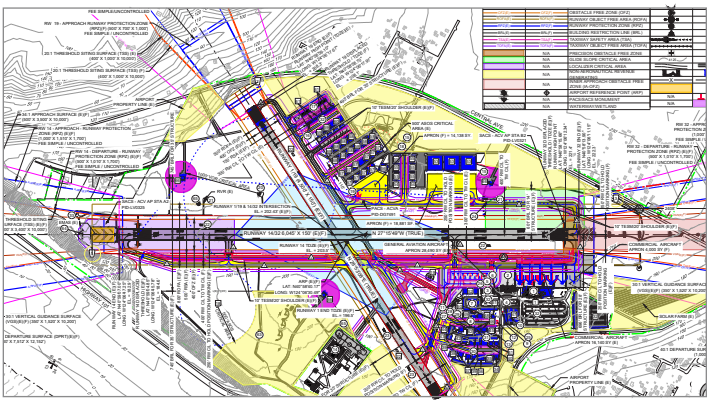
HUMBOLDT COUNTY AIRPORTS | HUMBOLDT COUNTY, CA

Airport System Plan

The Humboldt County Airport System is comprised of six airports included in the FAA's National Plan of Integrated Airport Systems (NPIAS) located in Humboldt County, California. Each airport provides vital services to the National Airport System which include air carrier service, air cargo, US Coast Guard, air medivac, firefighting, business transportation, government transportation, and search and rescue aviation activities. These airports currently offer varying levels of facilities and services and are in varying physical conditions. Lochner is currently assisting Humboldt County in developing a Humboldt County Airports System Planning Study (HCASPS) in order to provide safe and efficient airport facilities and services, and to identify and prioritize the capital, operational and maintenance investments needed throughout the six NPIAS airports. The primary purpose of this study is to develop an airport system plan that will assess current facilities and operations, receive local stakeholder inputs, and identify and prioritize the improvements needed to maximize airport utilization and continue to maintain safe and efficient operating conditions. Based on input from the FAA the project will include only specific selected master plan components from FAA Advisory Circular 150/5360-6B as described below. Included in the scope of work is updating the Airport Layout Plan drawings at the six study airports and developing narratives to include 10-year Capital Improvement Plans (CIP) with recommended project years, and updating airspace information for obstructions and potential new approach procedures.

The six NPIAS airports; Arcata-Eureka California Redwood Coast-Humboldt County Airport, Murray Field Airport, Rohnerville Airport, Garberville Airport, Kneeland Airport and Dinsmore Airport will be individually studied. Each of the six airports are being evaluated to produce: 1) an Inventory of airport facilities and activity, 2) determination of Facility Requirements, 3) development of a Recommended Development Plan 4) creation of an Implementation and Financial Plan with a ten-year capital development plan, and 5) production of an updated Airport Layout Plan Drawing set for each airport.

Lochner is also assisting Humboldt County by leading a Public Involvement Program that will provide Humboldt County and each community a full opportunity to participate in the planning process. The Public Involvement Program will encourage information sharing and collaboration among the airport sponsor, users and tenants, resource agencies, elected and appointed public officials, community members and the general public.



SILVER SPRINGS AIRPORT | SILVER SPRINGS, NV

A Partnership of Success

Lochner has proudly partnered with Lyon County since 2013, supporting the airport's development and ongoing enhancements. The timeline below outlines our partnership and a history of growth at the airport. We look forward to continuing our success and taking SPZ to new heights.

2013
Original Consultant Selection, Airport Master Plan

2014 - 2016
Runway & Airfield Pavement Maintenance

2018
Install AWOS & Terminal Area Fencing

2019
Consultant Reselection, Apron Reconfiguration & Expansion (Design)

2020 - 2022
Apron Reconfiguration & Expansion (Construction)

2023
Runway Pavement Maintenance (Construction), SAMSARG Development

2024
Lighting System Upgrades (Design)

2025 *(Planned)*
Partial Parallel Taxiway (Design), Taxiway A Pavement Maintenance (Construction), Lighting System Upgrades (Construction)

APPROACH & METHODOLOGY

Airport planning documents are an essential guide to manage airport development, ensuring projects are grant-eligible and align with local and FAA standards. Regular updates to SPZ's planning documents help manage growth, revisit the airport vision, and optimize layout. Updating the ALP ensures compliance with FAA design standards, improving airfield safety and operations. The Lochner planning team specializes in guiding airports through this process, delivering realistic, community-focused solutions that meet FAA requirements.

Your Project Team

Lochner's dedicated airport planning professionals ensure a high-quality product beyond the AMP or ALP update timeframe. In addition to the engineering services, Lochner has been providing planning services for SPZ for the past decade, successfully completing an AMP Update in 2017, and numerous ALP updates during that period. This ongoing collaboration provides us with deep knowledge of the airport's strategic goals, allowing for efficient processes, cost savings, and seamless project transitions.

Planning Study & Project Scoping

Successful planning relies on understanding goals and identifying necessary resources. Our team's expertise and familiarity with SPZ allow for precise project execution.

Airport Geographic Information Systems (AGIS) Survey

Accurate AGIS data ensures proper documentation of airport terrain and airspace, impacting instrument approach procedures and obstacle identification. We integrate AGIS surveys into planning projects to meet FAA requirements.

Public Involvement

A robust Public Involvement Program ensures community voices are heard. The process includes:

- Early and continuous public participation
- Access to project information and timely notices
- Two-way communication between planners, airport, and public
- Consideration of reasonable community suggestions

Public outreach tools include Technical Advisory Committees (TAC), open house forums, mailing lists, and web-based document access. The program documentation is compiled in the final report

Existing Conditions & Environmental Considerations

Baseline data on airport conditions and environmental factors are crucial. Our historical knowledge and prior studies, including Cultural and Archaeological surveys and Environmental Assessments, provide a comprehensive understanding of SPZ's environmental considerations.

Aviation Forecasts

Forecasts assess short, medium, and long-term aviation demand, considering local, regional, and national trends. Accurate data collection from FAA sources and local operators ensures realistic projections, streamlining FAA approvals and environmental analyses.

Facility Requirements & Alternatives Development

Using inventory and forecast data, we assess airside and landside facility needs over a 20-year period. Alternatives are evaluated based on feasibility, economic impact, and environmental considerations. Our engineering and construction teams provide insights for cost estimation and project feasibility. The preferred airside and landside plans are developed collaboratively with the County, FAA, and TAC.

ALP Drawing Set

The ALP drawing set depicts the existing and future airport layout, including terminal areas, airspace analysis, and land use plans. This FAA-required document also serves as a financial planning tool for capital improvements. Lochner's expertise helps to ensure FAA approval upon submission.

Financial Feasibility & Implementation Plan

Our financial analysis details schedules, costs, and funding sources for recommended projects. Leveraging experience with FAA AIP engineering projects, we identify funding strategies and assist in integrating projects into the five-year ACIP.

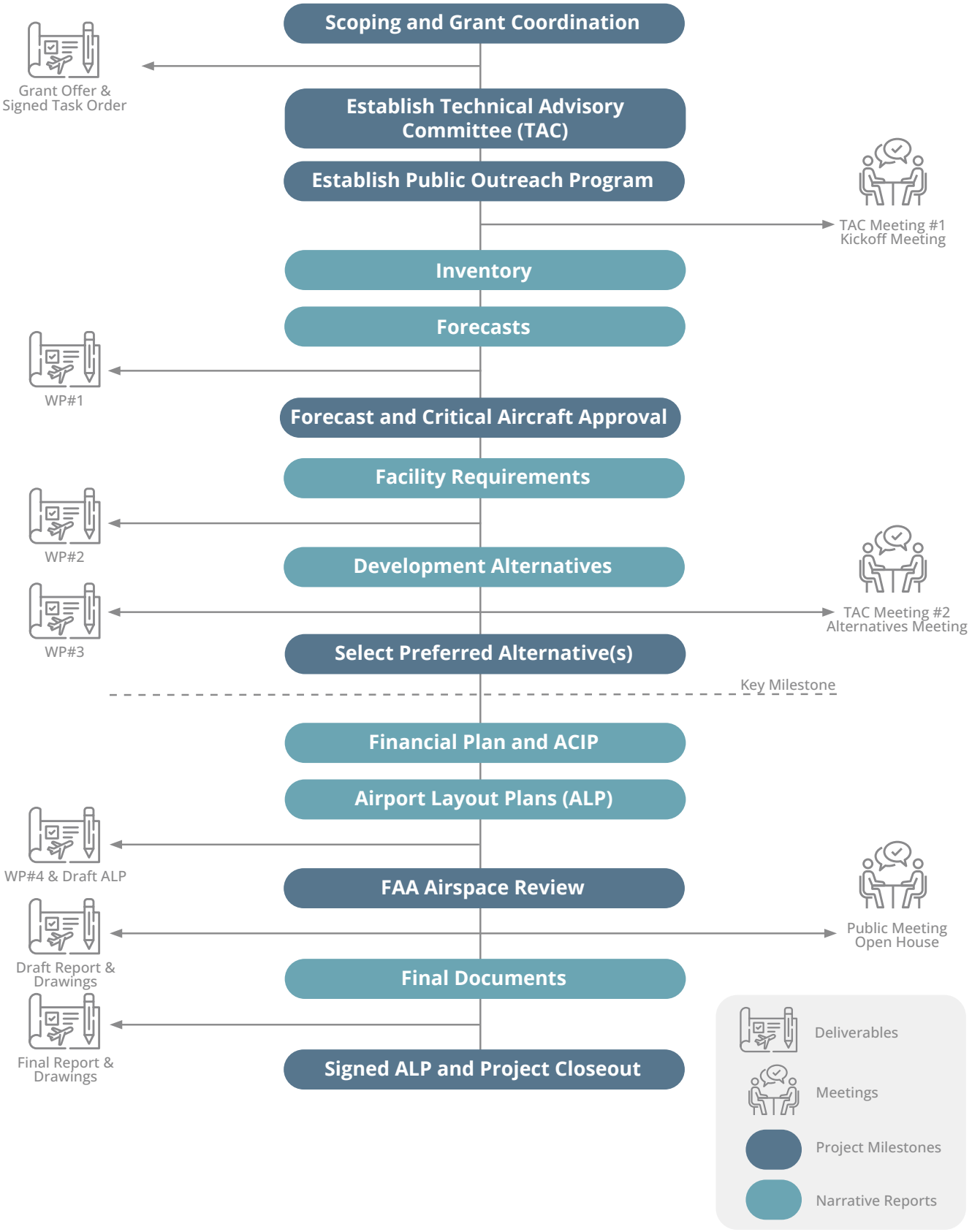
Process & Completion

We collaborate with stakeholders to align land use plans, noise abatement programs, and development priorities. Utilizing advanced visualization tools, we communicate project details effectively. Our goal is timely FAA approval to facilitate construction and development, ensuring the Master Plan and ALP remain dynamic and up to date.

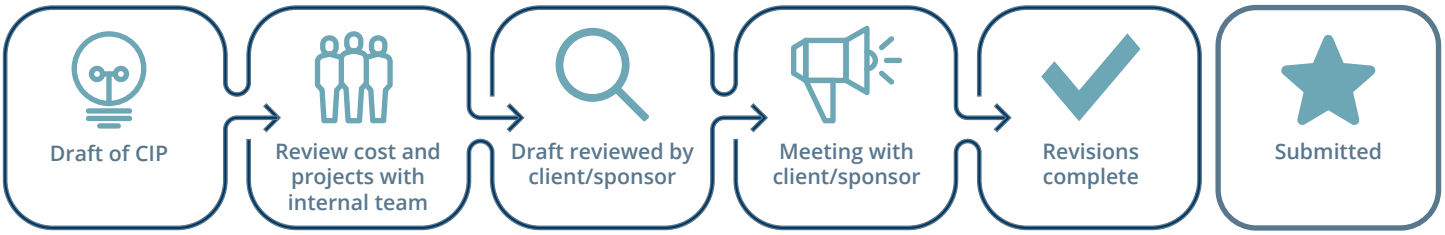
Environmental Documentation Services

Lochner balances airport development with environmental compliance, preparing Categorical Exclusions, Environmental Assessments, and necessary permits. Our expertise in noise analysis, wetland delineation, and sustainability planning ensures efficient approval processes. Additional services include spill prevention plans, zoning coordination, and public outreach programs, helping SPZ maintain regulatory compliance while achieving development goals. *Our environmental services are outlined on page 3.*

Lochner has perfected our planning project approach, **as outlined below**, to deliver the highest quality planning documents to our airport clients.



Quality Control Methods & Strategies for Effective Communication



Effective airport management requires collaboration with stakeholders such as the community, airport users, government agencies, and your internal team. At Lochner, we prioritize fostering discussions among these groups and providing the necessary documentation for informed decision-making. Our entire organization is committed to offering expert guidance, direction, and quality assurance throughout each project. We understand the demands on your time and emphasize proactive communication from the start, helping you refine your Capital Improvement Plan (CIP) and prepare it for FAA and NDOT submission.

Communication

Communication and mutual understanding are paramount to success. We will facilitate frequent face-to-face meetings with your staff, coordinate presentations, and make sure all questions have been addressed. All meetings will be documented and memos distributed to key participants. Clear communication and well-grounded processes lead to mutually agreeable solutions and save time in project development. We strive to seek common ground and develop achievable results through collaboration, communication, and shared goals. Our priority is to work with you to achieve your vision for SPZ and engage with all stakeholders involved, such as county staff, local community, airport users and tenants, government agencies, and your airport management partner. We consider it our responsibility to foster and facilitate discussions among these groups, as well as to prepare the necessary supporting documentation for effective decision-making.

Given the County's unique public/private partnership in management of the airport, we will continue to work with your team and airport management staff to ensure projects are in alignment with each organization's goals and objectives. One recent example of this coordination involved the complexities associated with the planning and design of the Samsarg facility access to the airfield and the future parallel taxiway.

Throughout each project we will work with you to determine the most appropriate level of communication needed for the task at hand. Depending on the duration or complexity of a design project, communication may be limited to significant milestones. We will always include the County in formal communication and submissions to the FAA or NDOT.

Beyond the project process, we are always available to support your staff with any needs they may have. We frequently handle FAA Form 7460 notices, make inquiries to the FAA on behalf of tenants, and work with you to adjust project schedules. Our comprehensive approach to airports ensures that we are ready to assist you at any time. It is important for your staff to understand that we will continue to be available to address any questions you may have or to help turn your ideas into reality on your airfield. Communication doesn't need to be limited to scheduled interactions. We regularly receive calls from clients seeking input or information, and we are delighted to assist you in making your airport the best resource for your community.

FAA Knowledge

We have a dedicated team responsible for reviewing updates from the FAA related to design and construction. This information is then used to revise our standard documents to align with the latest requirements. As experts focused solely on aviation, our staff stays informed about industry and agency changes and their impact on your project. This enables us to make necessary revisions swiftly and efficiently, ensuring your documents comply with the updated standards. Matt and Nadine are integral to this process and can be trusted to stay current on changes and understand their impact on the County.

ACIP Peer & Client Check

As a core service provided by Lochner, we complete annual ACIP updates for each of our clients and assist with submission to the FAA and NDOT. Through exposure to many different project needs, ideas, phasing concerns, review processes, local politics, local budgeting concerns, and many other local challenges, we understand the diverse needs of airports in Nevada. As the Nevada Market Lead, Nadine is responsible for the ACIP of our Nevada clients and works with our internal staff to refine project lists and estimates based on current needs and expectations.

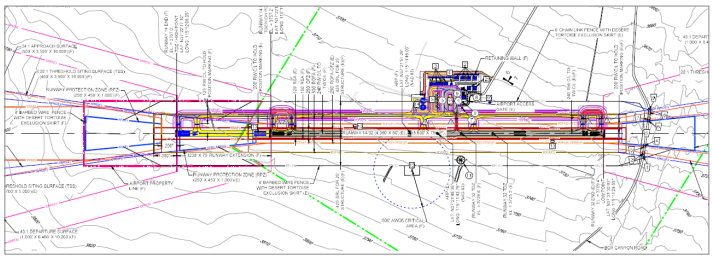
These internal control systems help us meet our organizational goals, operational efficiencies, compliance with regulations, minimize liabilities, and provide quality service for our clients. Our processes provide you with experienced professionals limiting risks for errors and allowing projects to progress in a timely and efficient manner.

REFERENCES |

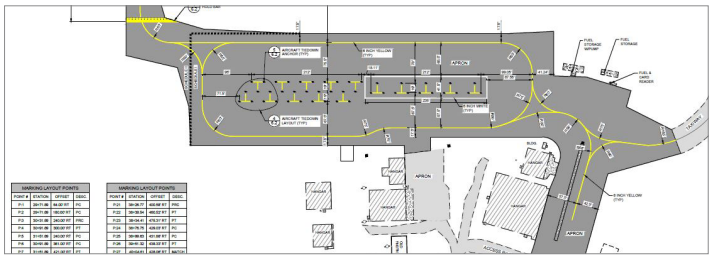
The reputation of Lochner and its staff is highly regarded among airports throughout the western and central United States. We are known for providing an exceptional level of client service, and for identifying and resolving complex issues before they impact the timing and budget of your airport projects. Our ongoing working relationships with NDOT and FAA representatives strengthens with the onset and completion of each project.

Consistent delivery of high quality projects and client service are key benefits of partnering with Lochner on your airport improvement projects. Examples of our exemplary work and commitment to quality are presented throughout this SOQ. The FAA has consistently commented on the exceptional quality of our airport planning documents and engineering plans. In an increasingly competitive marketplace, maintaining a strategic advantage, a strong corporate culture, and optimum client satisfaction requires top-notch talent, breakthrough ideas, and exceptional client service.

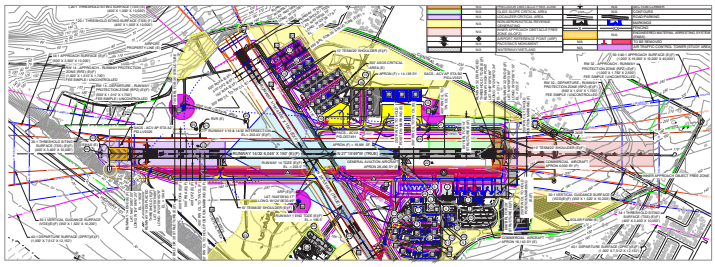
We encourage you to contact the following Lochner airports to inquire about our ability to deliver the highest level of planning, engineering, and construction administration.



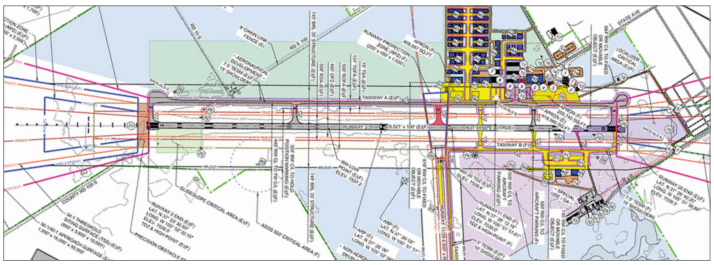
WENDY RUDDER | Lincoln County Airport Authority
Alamo Landing Field | Alamo, NV
702.449.2418 | wendyrudder.laigroup@gmail.com
Project History: Airport Master Plan, Airport Layout Plan, SRE Building & Equipment, Apron and Bypass Taxiway, Install PAPIs, REILs & AWOS, Fuel System



JASON PENGELLY | City Manager
Wells Municipal Airport | Wells, NV
775.752.3355 | citymanager@cityofwellsnv.com
Project History: Runway Rehabilitation, Apron Reconfiguration, AWOS Installation, Perimeter Fencing, Taxiway Reconstruction, Perimeter Fencing, SRE Building



CURT EIKERMAN | Airport Operations Manager
California Redwood Coast - Humboldt County Airport | Arcata, CA
707.613.0531 | ceikerman@co.humboldt.ca.us
Project History: Airport System Plan, Runway Rehabilitation & In-Pavement Lighting System, Terminal Parking Lot Rehabilitation



WILL HICKMAN | Airport Manager
San Luis Valley Regional Airport | Alamosa, CO
775.442.1975 | whickman@alamosacounty.org
Project History: Airport Master Plan

APPENDIX A | PERSONNEL RESUMES |



EDUCATION
BS, Aeronautical Management Technology, Arizona State University

CERTIFICATIONS
Private Pilot

CONTACT
602.803.7079
2345 S. Alma School Road
Suite 208
Mesa, AZ 85210
mtomasson@hwlochner.com

Matt Tomasson

National Planning Lead | 14 Years of Experience

As the Airport Planning Project Manager and acting National Planning Lead, Matt oversees a range of airport planning and environmental initiatives, from master plan updates to environmental clearances for development projects. With extensive experience and education in aviation planning, management, and airport operations, he brings a wealth of knowledge to the role.

In his capacity as Project Manager, Matt collaborates closely with airport planners to ensure the highest quality execution of projects. His role also involves working with project engineers, leveraging a blend of planning and engineering perspectives to address projects from multiple angles. Additionally, Matt is an FAA-licensed private pilot, offering a valuable viewpoint as both a pilot and airport user.

Before joining Lochner, Matt worked with Mesa Airlines in airport and aircraft logistics and was part of the Scottsdale Airport operations and management team. His broad aviation background enables him to comprehensively understand the needs of all airport users and stakeholders, allowing him to deliver tailored solutions. His responsibilities include data compilation, technical writing and analysis, coordination of planning documents, and overall direction of the project team.

Relevant Experience

BLM Land Transfer | City of Wells | Wells Municipal Airport, NV - Project Manager

Airport Master Plan | Elko County | Jackpot Airport/Hayden Field, NV – Project Manager

Airport Systems Plan | Navajo Nations | Six Navajo Nation Airports, NM & AZ – Airport Planner

Airport Master Plan | City of Benson | Benson Municipal Airport, AZ – Project Manager

Taxiway C Development Area - Conceptual Hangar and Taxilane Layout| Havasu Air Center | Havasu Air Center, AZ - Planning Project Manager

CATEX Hangar Development | Glenn County | Willows-Glenn County Airport, CA – Project Manager

Airport Master Plan | City of Gallup | Gallup Municipal Airport, NM – Project Manager

Airport Systems Study | Humboldt County Department of Aviation | Six Humboldt County Airports, CA – Airport Planner

Airport Master Plan | Town of Santa Rosa | Santa Rosa Route 66 Airport, NM – Project Manager

Airport Master Plan | Town of Richfield | Richfield Municipal Airport, UT – Project Manager

Commercial Activity Level Forecast | Humboldt County | California Redwood Coast-Humboldt County Airport, CA – Project Manager

Airport Master Plan | City of Roswell | Roswell Air Center, NM – Project Manager

Airport Layout & Master Plan | City of Alamosa | San Luis Regional Airport, CO - Airport Planner



EDUCATION
BS, Aeronautical Science, Embry-Riddle Aeronautical University, 1990

CERTIFICATIONS
Certified Member, American Association of Airport Executives

CFII/MEI, Federal Aviation Administration

Airport Security Coordinator (ASC), Transportation Security Administration

CONTACT
406.202.8511
Helena, MT
jgreil@hwlochner.com

Jim Greil, CM

Sr. Planning Project Manager | 30 Years of Experience

As Senior Planning Project Manager, Jim is an experienced aviation professional with over 30 years of public and private service as an aviation consultant, project manager, airport director, planner, and State Aviation Bureau Chief. Jim is a Certified Member (CM) of the American Association of Airport Executives and (AAAE) and an FAA licensed commercial instrument, multi-engine flight instructor (CFII/MEI). Jim brings a wealth of expertise in leadership, airport management, planning and design, and project management. He spent 18 years with the Montana Aeronautics Division, where he also served as Bureau Chief overseeing 15 general aviation airports and one commercial service airport. This unique blend of experience and wide-ranging public and private aviation industry experience enables Jim to understand the needs of airports, communicate clearly, and bring common ground to competing agendas.

Relevant Experience

Comprehensive Airport Master Plan | City of Saratoga | Saratoga Airport, WY

Project Manager and Planning Team Leader responsible for leading all elements of the current comprehensive AMP at the general aviation (GA) airport. The AMP will include a very detailed AGIS compliance survey and comprehensively review multiple facets of the airport, including: a detailed inventory and examination of the role of the facility; a 20 year aviation demand forecast; current and future facility requirements required to meet projected demand, development of multiple alternative development plans for stakeholder review, development of a full ALP including existing and future developments and property analysis; and a detailed financial implementation plan to develop a realistic capital improvement plan (CIP) that will enable the airport sponsor to be confident that it will have the resources and to move forward with the necessary developments. Special consideration in the plan is necessary to consider the significantly high proportion of corporate jet traffic with the physical limitations of terrain and financial burdens the airport has.

On-Call Planning and Engineering Consultant Services | Hill County / City of Havre | Havre Airport, MT

Sr. Projects Manager and Planning Team Leader responsible for leading all elements of airport development at the commercial essential air service (EAS) airport for over 12 years. Duties include management of all engineering and planning project teams, annual procurement of State & Federal grants and update of airport capital improvement plans. Jim also routinely assists the airport with management questions and act as airport liaison for local, state and federal stakeholders and public outreach. Major projects completed under Jim's management include: full reconstruction of Taxiways, Taxilanes and Aprons; lighting and electrical replacements; rehabilitation of a large historic hangar; installation of airport weather cameras; installation of an emergency generator; site selection and preliminary design of a Snow Removal Equipment Building (SREB) and pavement maintenance & rehabilitation of all airport pavements.

On-Call Planning & Engineering Consultant Services (Previous Firm) | Valley County / City of Glasgow | Wokal Field, MT

Sr. Projects Manager and Planning Team Leader responsible for leading all elements of airport development at the essential air service (EAS) airport for over 10 years. Management of all projects and teams related to planning, state & federal grant acquisitions, geotechnical investigation, survey, design engineering, construction management, sponsor liaison with local, state and federal stakeholders and public outreach. Major projects included Comprehensive Master Plan including major redesign of former military airbase to ensure compliance with FAA standards, NAVAID upgrades, relocation and construction of electrical vault, relocation and development of fuel farm facilities, rehabilitation of all paved airport surfaces and installation of aviation weather cameras.



EDUCATION
BS, Civil Engineering, University of Nevada, Reno
MBA, University of Nevada, Reno

REGISTRATION
Professional Engineer: NV, CA

AFFILIATIONS
Association of California Airports

Nevada Aviation Association (NvAA)

American Society of Civil Engineers - Member

CONTACT

775.346.3011

1575 Delucchi Lane
Suite 219
Reno, NV 89502

nburgard@hwlochner.com

Nadine Burgard, PE

Nevada Market Lead, Engineering Project Manager | 10 Years of Experience

As an Airport Project Manager located in Reno, Nadine offers high-level quality service to our Nevada clients. In this role, she enjoys interacting with airport managers to understand their vision for the design and functionality of their facilities. Lochner's proximity to our Nevada clients not only allows us to visit on site during construction projects, it also reinforces the relationships we have developed in our local airport community. Nadine continues to gain vast industry knowledge everyday – from the best construction materials to use while building a runway, to how evolving aircraft technology can influence the design of an airport.

She oversees engineering design work, prepares construction project management documents, plans and specifications, builds cost estimates, compiles project design reports and final reports, and manages client grant applications. Nadine's past experience includes project management of multi-disciplinary projects, technical engineering design, budget estimates and construction schedule management. Her strong communication and organizational skills allow for effective collaboration with colleagues, contractors, and other clients. Nadine looks forward to leading the engineering efforts through your upcoming capital improvement projects.

Relevant Experience

Lighting Systems Upgrades | Lyon County | Silver Springs Airport, NV – Project Manager

Pavement Maintenance | Lyon County | Silver Springs Airport, NV – Project Manager

SAMSARG Development | Lyon County | Silver Springs Airport, NV – Project Manager

Apron & Taxilanes Reconstruction | City of Yerington | Yerington Municipal Airport, NV - Project Manager

Install MIRL System | Douglas County | Minden Tahoe Airport, NV - Project Manager

Terminal Building Upgrades | Douglas County | Minden Tahoe Airport, NV - Project Manager

Terminal Area Apron Reconstruction | White Pine County | Ely Airport, NV - Project Manager

Construct SRE Building & Equipment Acquisition | Mineral County | Hawthorne Industrial Airport, NV - Project Manager

Airfield Electrical Upgrades | Mineral County | Hawthorne Industrial Airport, NV - Project Manager

Runway 15-33 & Taxiway A Rehabilitation | Elko County | Jackpot Airport/Hayden Field, NV - Project Manager

Reconstruct Apron & Construct SRE Building | City of Wells | Wells Municipal Airport, NV - Project Manager

Reconstruct Heavy Ramp | City of Winnemucca | Winnemucca Municipal Airport, NV - Project Manager

Construct Taxiway Z | Douglas County | Minden Tahoe Airport, NV - Project Manager

Apron & Taxiways Rehabilitation | Lincoln County | Lincoln County Airport, NV - Project Manager

Terminal Area Fencing | Pershing County | Derby Field, NV - Project Manager



Jordan Harte

Airport Planner, Pilot | 2 Years of Experience

As an up-and-coming airport planner, Jordan is excited to join the SPZ team dedicated to serving the County at the Silver Springs Airport. In his role as Airport Planner, Jordan will collaborate closely with Matt Tomasson and Jim Greil to spearhead your upcoming planning projects. He will also collaborate with our Nevada airport engineers, led by Nadine Burgard, PE, to assess each project from a planning and piloting perspective.

Jordan's early passion for travel motivated him to pursue an aviation-focused education at Arizona State University, where he attained a B.S. in Aeronautical Management Technology and an M.S. in Aviation Management and Human Factors.

By collaborating with Lochner's planning and engineering teams, he has gained valuable insight into the intricacies of planning and developing airport improvement projects, as well as the importance of teamwork in advancing an airport's vision.

Relevant Experience

Airport Master Plan | City of Gallup | Gallup Municipal Airport, NM | Airport Planner

Airport Master Plan | City of Lordsburg | Lordsburg Municipal Airport, NM | Airport Planner

Airport Master Plan | Town of Santa Rosa | Santa Rosa-Route 66 Airport, NM | Airport Planner

Install AWOS | City of Yerington | Yerington Municipal Airport, NV - Airport Planner

EDUCATION
BS, Aeronautical Management Technology, Arizona State University

MS Tech, Aviation Mgmt. and Human Factors, Arizona State University

LICENSES
Private Pilot

CONTACT
602.803.7079

2345 S. Alma School Road
Suite 208
Mesa, AZ 85210

jharte@hwlochner.com



Laryssa Ikehara, EIT

Airport Design Engineer | 1 Year of Experience

As an Airport Design Engineer, Laryssa is eager to contribute to SPZ's upcoming engineering projects. Throughout our partnership, she will work closely with your Project Manager, Nadine Burgard, PE, and our engineering team to deliver high-quality outcomes for the airport.

Laryssa chose engineering because she was driven by a passion for structures that shape our daily lives, like buildings, bridges, and roadways. Aviation emerged as a new frontier during her college studies, broadening her understanding of Civil Engineering. Laryssa thrives on pushing her boundaries and expanding her expertise, particularly in fields that are less familiar to many of her peers. Laryssa's expanded understanding of aviation engineering allows her to contribute effectively to projects, blending office-based design work with hands-on site visits that deepen her comprehension of airport operations and development.

Relevant Experience

Apron & Taxilanes Reconstruction | City of Yerington | Yerington Municipal Airport, NV - Design Engineer

Taxiways A3 & D | Douglas County | Minden Tahoe Airport, NV - Design Engineer

Apron Reconstruction | White Pine County | Ely Airport, NV - Design Engineer

EDUCATION
BS, Civil Engineering, University of Nevada

CONTACT
775.346.3014

1575 Delucchi Lane
Suite 219
Reno, NV 89502

likehara@hwlochner.com



Mike Dikun, CM, CAE

Western Pacific Territory Manager, Airport Management Advisor, Pilot | 37 Years of Experience

As the Western Pacific Territory Manager, Mike ensures clients receive the service, communication, and support necessary to accomplish your aviation goals. Lochner offers support beyond engineering and planning, and he serves as the liaison to that support. Each community and airport are unique, and Mike will work to ensure you receive tailored services to meet your specific needs and goals. Working through a hands-on approach and open communication, he will continue to build a strong understanding of you and your airport and connect you to the variety of services Lochner offers.

Mike is one of several former Airport Directors on staff providing our clients this unique value added service of Airport Management Advisory. In this role, he provides insights and support from 27 years of airport management experience working at Reno-Tahoe International (RNO), Reno-Stead (RTS), South Lake Tahoe (TVL), Adirondack Regional (SLK), and Bozeman-Yellowstone International (BZN). From providing sound advice on airport management and operations related items, to assisting with staff training and recruitment, Mike will support your staff on finding a creative solution to any aviation related issue.

Throughout Mike's career, he has remained active in the aviation community serving as a board member to both national and statewide aviation organizations. He served as the President of NVAA from 2016-2018. He lead the NVAA team in our mission to promote and support airports and aviation in Nevada. Mike is committed to advancing aviation in Nevada and to continuing to contribute to your success in Lyon County at SPZ.

EDUCATION
BA, Economics
Muhlenberg College

CERTIFICATIONS
Certified Member (CM)
American Association of Airport Executives
Certified Airport Executive (CAE)
Southwest Chapter AAAE
Private Pilot

AFFILIATIONS
American Association of Airport Executives
Association of CA Airports
Southwest Chapter AAAE
Board of Directors 2010-2016
Nevada Aviation Association
Past President 2016-2018

CONTACT
775.346.3010

1575 Delucchi Lane
Suite 219
Reno, NV 89502

mdikun@hwlochner.com



Danny Reed

CAD Manager, Drone Pilot | 17 Years of Experience

Danny leads a team of six CAD Technicians exclusively dedicated to airport designs and technical exhibits. Our CAD team's focus, workload, and expertise revolves exclusively work on airport engineering and planning projects ensuring that we are exceptional at one thing and have a deep knowledge of the specific and complex airport design standards. Having a CAD team exclusively dedicated to airport projects frees up engineers and planners to focus solely on their core tasks. Danny prioritizes client relationships, needs assessment, and the delivery of high-quality engineering, planning, and design work, while providing clear direction to the CAD department based on client specifications. Danny personally reviews each CAD drawing within his department, ensuring they meet FAA standards and align with the airport's vision. Danny is also a licensed drone pilot and often travels to our airports collecting data via drone as well as quality photography for marketing purposes for the airport.

Relevant Experience

Lighting Systems Upgrades ***(Ongoing)*** | Lyon County | Silver Springs Airport, NV – CAD Manager

Pavement Maintenance ***(Ongoing)*** | Lyon County | Silver Springs Airport, NV – CAD Manager

Taxiway A Relocation | City of Lander | Hunt Field Airport, WY — CAD Manager

Pavement Maintenance | Town of Hulett | Hulett Municipal Airport, WY — CAD Manager

EDUCATION
BA, Computer Aided Drafting
Colorado Mesa University

Certificate, Land Survey and Geomatics
University of Wyoming

LICENSES
Drone Pilot

CONTACT
970.255.2024
715 Horizon Drive, Suite 225
Grand Junction, CO 81505
dreed@hwlochner.com



EDUCATION

MBA, Business Administration, Colorado Mesa University

BA, Accounting, Colorado Mesa University

BS, Psychology, Colorado Mesa University

CONTACT
970.242.0101
715 Horizon Drive
Suite 225
Grand Junction, CO 81505
evliek@hwlochner.com

Erik Vliek, MBA

Business & Operations Manager, Grant Administration | 16 Years of Experience

Erik is responsible for all accounting and financing activities. In addition, he has a role in every project, for every client, to ensure that they are properly reimbursed for project related expenses. Since joining Lochner in 2008, Erik has worked on over 900 airport projects in thirteen states and two countries and has received compliments from the FAA and State Agencies for the quality and accuracy of my work. His duties include the tracking of billable time and project expenses, preparing all grant reimbursement filings, and assisting Sponsors with the management of Federal and State grants. He has established excellent working relationships with personnel in the FAA, State Aviation/Aeronautics Divisions, and those responsible at the local level for accounting and finance. **Since our partnership began in 2013, Erik has assisted the County in securing over $3,000,000 in grant funding, not including the three upcoming projects awaiting grant confirmation.**

Relevant Experience

Airport Master Plan | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $234,375)

Expand & Reconfigure East Apron | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $686,389)

Taxilanes Construction | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $409,091)

Pavement Maintenance | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $353,911)

Lighting System Upgrades | Lyon County | Silver Springs Airport, NV - Grant Administration (Grant amount $50,090)



CONTACT
970.255.2036
715 Horizon Drive
Suite 225
Grand Junction, CO 81505
jcallow@hwlochner.com

Jessica Callow

DBE & Title VI Specialist | 10 Years of Experience

As an FAA DBE and Title VI Specialist, Jessica helps airports navigate federal regulations that ensure equitable opportunities for minority and women-owned businesses and prevent discrimination in airport programs, services, and projects. She works closely with airports to develop, implement, and monitor DBE programs, ensuring compliance with Title VI nondiscrimination requirements and guiding both airport staff and contractors to maintain legal and regulatory adherence. With deep expertise in the FAA's Civil Rights regulations, Jessica provides strategic counsel to ensure compliance and supports airports in achieving DBE participation goals, managing contracts and bidding processes, and enforcing nondiscriminatory practices. Her ability to navigate complex compliance programs makes her an invaluable asset to any airport.

As Lochner's in-house expert, Jessica currently administers DBE and Title VI coordination for nearly 100 airports across the West. She coordinates daily with FAA Civil Rights professionals, including the Northwest Mountain Region team. Her relationships with government officials benefit our airport clients by providing prompt problem-solving efforts and ensuring compliance throughout the contract and bidding processes for each project executed.

Client Feedback

"Jessica, I just want to thank you VERY MUCH for all your help with our Civil Rights work with the FAA. I would be lost without you, and it means a lot that you are so on top of it for us!"
Dencia Raish, Town Administrator
Colorado Plains Regional Airport | Akron, CO

APPENDIX B | SAMPLE WORK PRODUCTS

The following pages include select Sample Work Products that reflect Lochner's capability to consistently execute project deliverables at the highest quality. *While most of these projects were completed under our firm's previous name, Armstrong Consultants, these projects demonstrate your Lochner team's expertise in completing airport improvement projects for SPZ and airports across Nevada and the West.*

SILVER SPRINGS AIRPORT (SPZ) | SILVER SPRINGS, NV

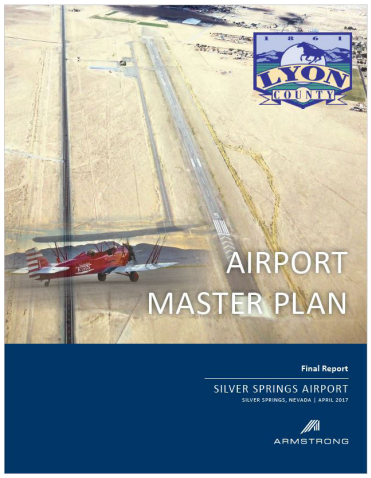
Airport Master Plan Update (2017)

Project Scope

- This project involved updating the Airport Master Plan to protect for future jet traffic, runway extensions, a future aerial firefighting air tanker base, an unmanned aerial system development area, and an airpark for corporate hangars.

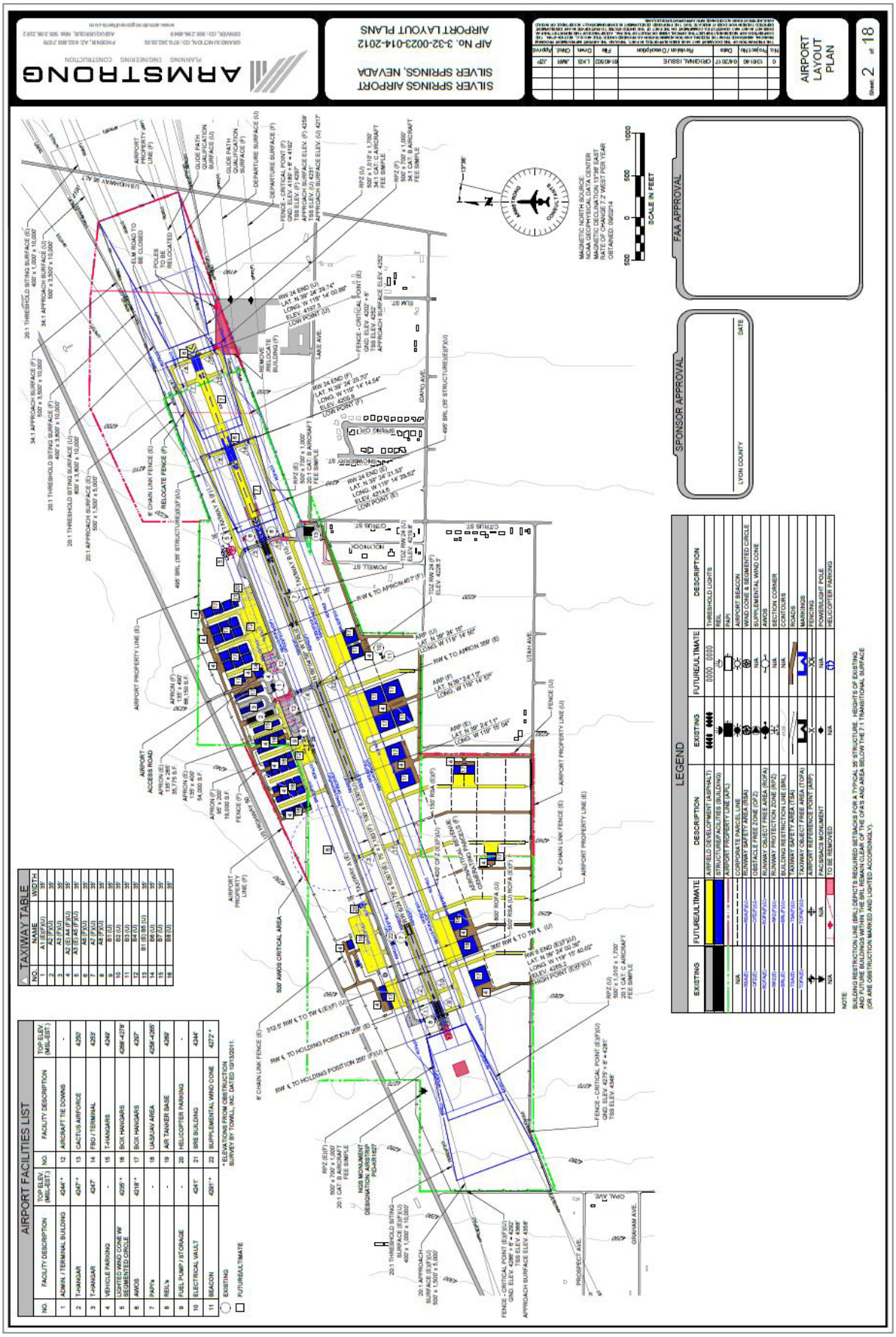
Project Deliverables Completed

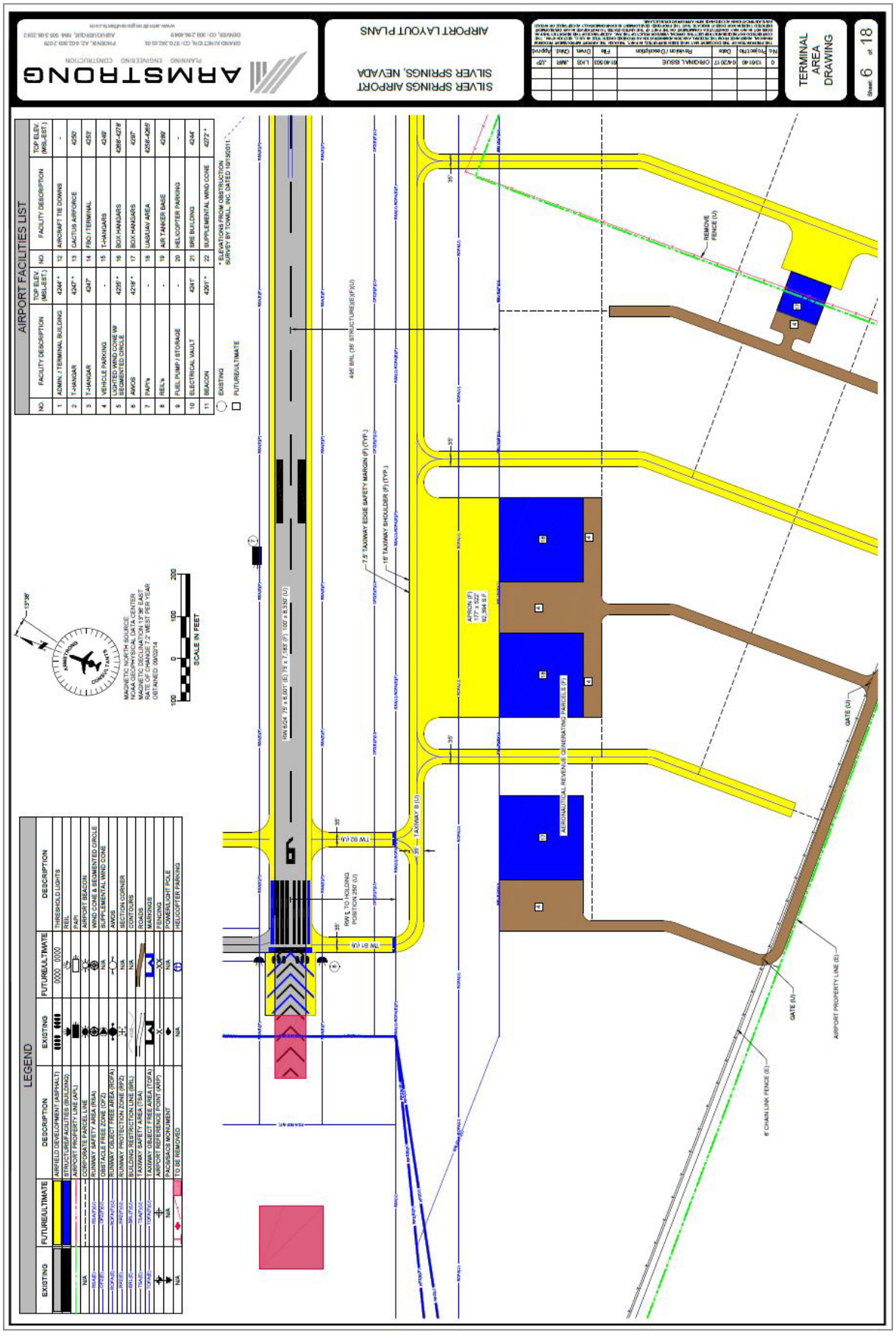
- Airport Master Plan Final Report
- Updated Airport Layout Plan Set
- Aeronautical Survey (AGIS)
- Public Outreach Program
- Airport Land Use Map








SILVER SPRINGS AIRPORT
SILVER SPRINGS, NEVADA
AIP No. 3-32-0023-014-2012
AIRPORT LAYOUT PLANS
ARMSTRONG
AIRPORT LAYOUT PLAN
Sheet 2 of 18
FAA APPROVAL
SPONSOR APPROVAL
LYON COUNTY
DATE
SCALE IN FEET
AIRPORT FACILITIES LIST
TAXIWAY TABLE
LEGEND
NOTE:
BUILDING RESTRICTION LINE (BRL) DEPICTS REQUIRED SETBACKS FOR A TYPICAL 35' STRUCTURE. HEIGHTS OF EXISTING AND FUTURE BUILDINGS WITHIN THE BRL REMAIN CLEAR OF THE OFA'S AND AREA BELOW THE 7:1 TRANSITIONAL SURFACE (OR ARE OBSTRUCTION MARKED AND LIGHTED ACCORDINGLY).


ARMSTRONG
PLANNING ENGINEERING CONSTRUCTION
SILVER SPRINGS AIRPORT
SILVER SPRINGS, NEVADA
AIRPORT LAYOUT PLANS
TERMINAL AREA DRAWING
Sheet 6 of 18
AIRPORT FACILITIES LIST
LEGEND
SCALE IN FEET
AERONAUTICAL REVENUE GENERATING PARCELS (F)
REMOVE FENCE (U)
GATE (U)
AIRPORT PROPERTY LINE (E)
6' CHAIN LINK FENCE (E)

SILVER SPRINGS AIRPORT (SPZ) | SILVER SPRINGS, NV
Categorical Exclusion

Project Scope

- This project involved the preparation of a documented CatEx for the geotechnical investigation and engineering design of the taxiway extension at SPZ in accordance with NEPA and FAA requirements.

Project Deliverables Completed

- Documented CatEx form
- Environmental Resource Evaluations
- 500-Year Floodplain Evaluation

ARP SOP No. 5.1 Effective Date: June 2, 2017

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airpor5ts District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Silver Springs Airport, SPZ- Silver Springs, Nevada

Project Title:

Design and Geotechnical Survey for Partial Parallel Taxiway

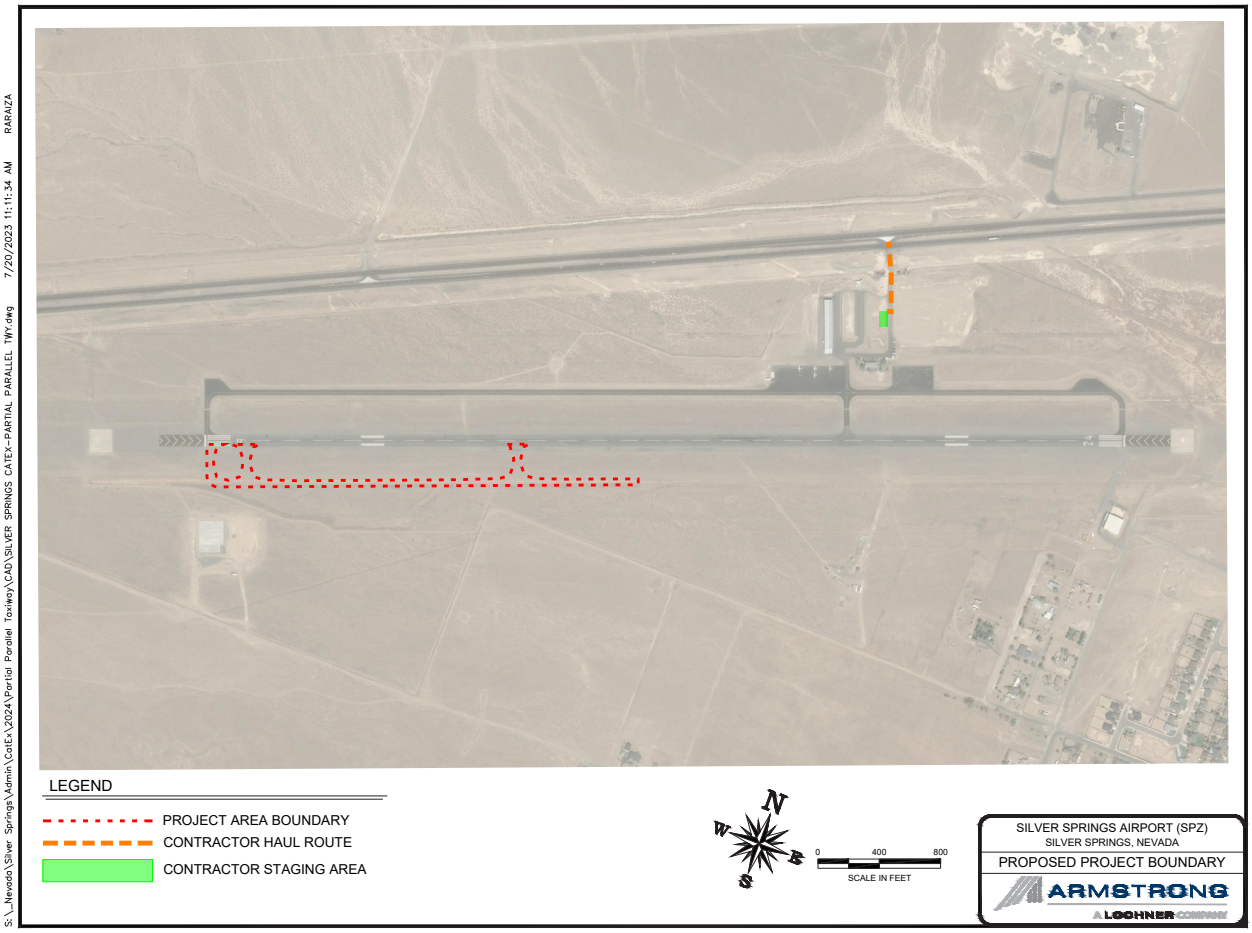
Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

The proposed project would include design and geotechnical investigation for the proposed partial parallel taxiway which will extend from Runway 6 end to the Runway midfield point. A total of 17 holes will be drilled for the project, each measuring up to eight inches in diameter and no greater than 10 feet in depth. The following tests will be ran: Atterberg, California Bearing Ratio, gradation, proctor, sulfate test, swell and collapse tests, in-situ density and moisture content, and soil classification. The technicians will backfill with soil removed from the borehole. No holes would be left open overnight as they will be backfilled as the work progresses.

A staging area for the proposed project would occur on previously disturbed grounds on airport property.

No NAVAIDS would need to be relocated and there would be no change to flight procedure as a result of the proposed project. Attached is an aerial image depicting the project boundary and boring locations.

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.


S:_Nevada\Silver Springs\Admin\CatEx\2024\Partial Parallel Taxiway\CAD\SILVER SPRINGS CATEX-PARTIAL PARALLEL TWY.dwg 7/20/2023 11:11:34 AM RARAIZA
LEGEND
PROJECT AREA BOUNDARY
CONTRACTOR HAUL ROUTE
CONTRACTOR STAGING AREA
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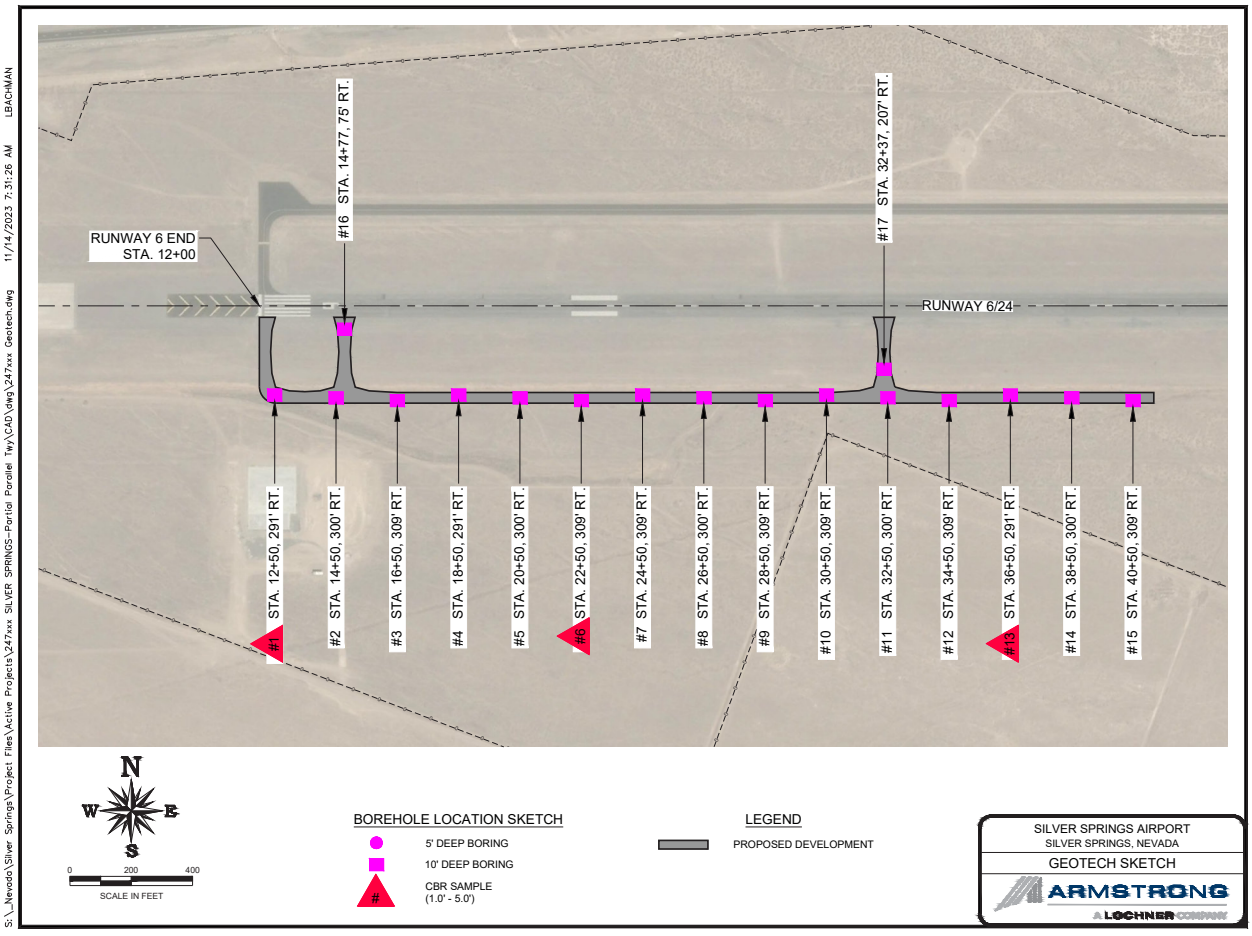
0 400 800
SCALE IN FEET
SILVER SPRINGS AIRPORT (SPZ)
SILVER SPRINGS, NEVADA
PROPOSED PROJECT BOUNDARY
ARMSTRONG
A LOCHNER COMPANY


S:_Nevada\Silver Springs\Project Files\Active Projects\247xxx SILVER SPRINGS-Partial Parallel Twy\CAD\dwg\247xxx Geotech.dwg 11/14/2023 7:31:26 AM LBACHMAN
RUNWAY 6 END
STA. 12+00
#16 STA. 14+77, 75' RT.
#17 STA. 32+37, 207' RT.
RUNWAY 6/24
#1 STA. 12+50, 291' RT.
#2 STA. 14+50, 300' RT.
#3 STA. 16+50, 309' RT.
#4 STA. 18+50, 291' RT.
#5 STA. 20+50, 300' RT.
#6 STA. 22+50, 309' RT.
#7 STA. 24+50, 309' RT.
#8 STA. 26+50, 300' RT.
#9 STA. 28+50, 309' RT.
#10 STA. 30+50, 309' RT.
#11 STA. 32+50, 300' RT.
#12 STA. 34+50, 309' RT.
#13 STA. 36+50, 291' RT.
#14 STA. 38+50, 300' RT.
#15 STA. 40+50, 309' RT.
N
W
E
S
0 200 400
SCALE IN FEET
BOREHOLE LOCATION SKETCH
5' DEEP BORING
10' DEEP BORING
CBR SAMPLE
(1.0' - 5.0')
LEGEND
PROPOSED DEVELOPMENT
SILVER SPRINGS AIRPORT
SILVER SPRINGS, NEVADA
GEOTECH SKETCH
ARMSTRONG
A LOCHNER COMPANY

U.S. Fish and Wildlife Service
National Wetlands Inventory

SPZ Partial Parallel Taxiway Construction



July 20, 2023

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

National Wetlands Inventory (NWI)
This page was produced by the NWI mapper

National Flood Hazard Layer FIRMette

FEMA



Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/20/2023 at 5:23 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SAN LUIS VALLEY REGIONAL AIRPORT (ALS) | ALAMOSA, CO

Airport Master Plan | Development Alternatives Section

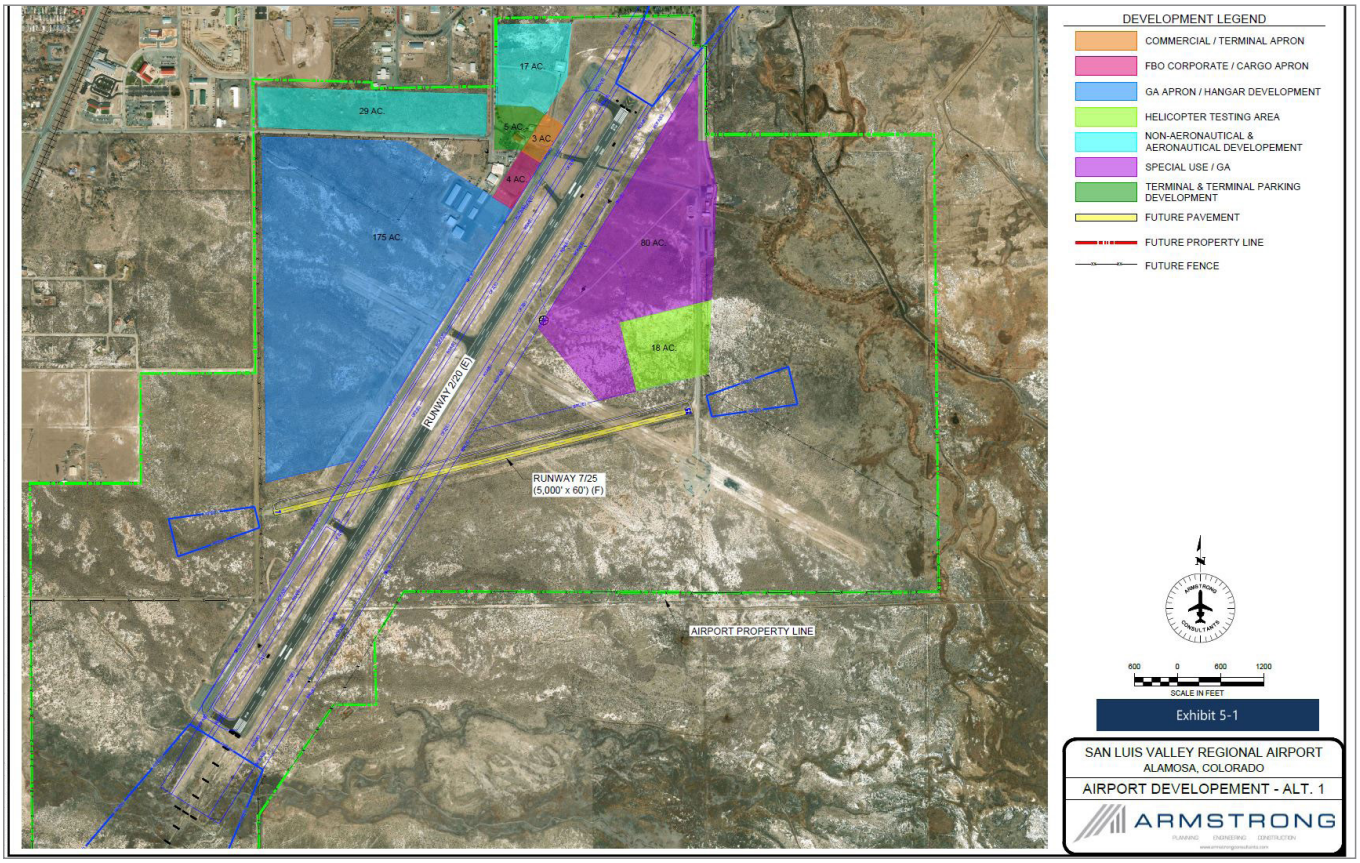


Project Scope

- This Airport Master Plan Update was conducted to provide an updated Airport Master Plan to accommodate new regional air service, construction of numerous aircraft hangars, and protect for a future aerial firefighting air tanker base on the airport.

Project Deliverables Completed

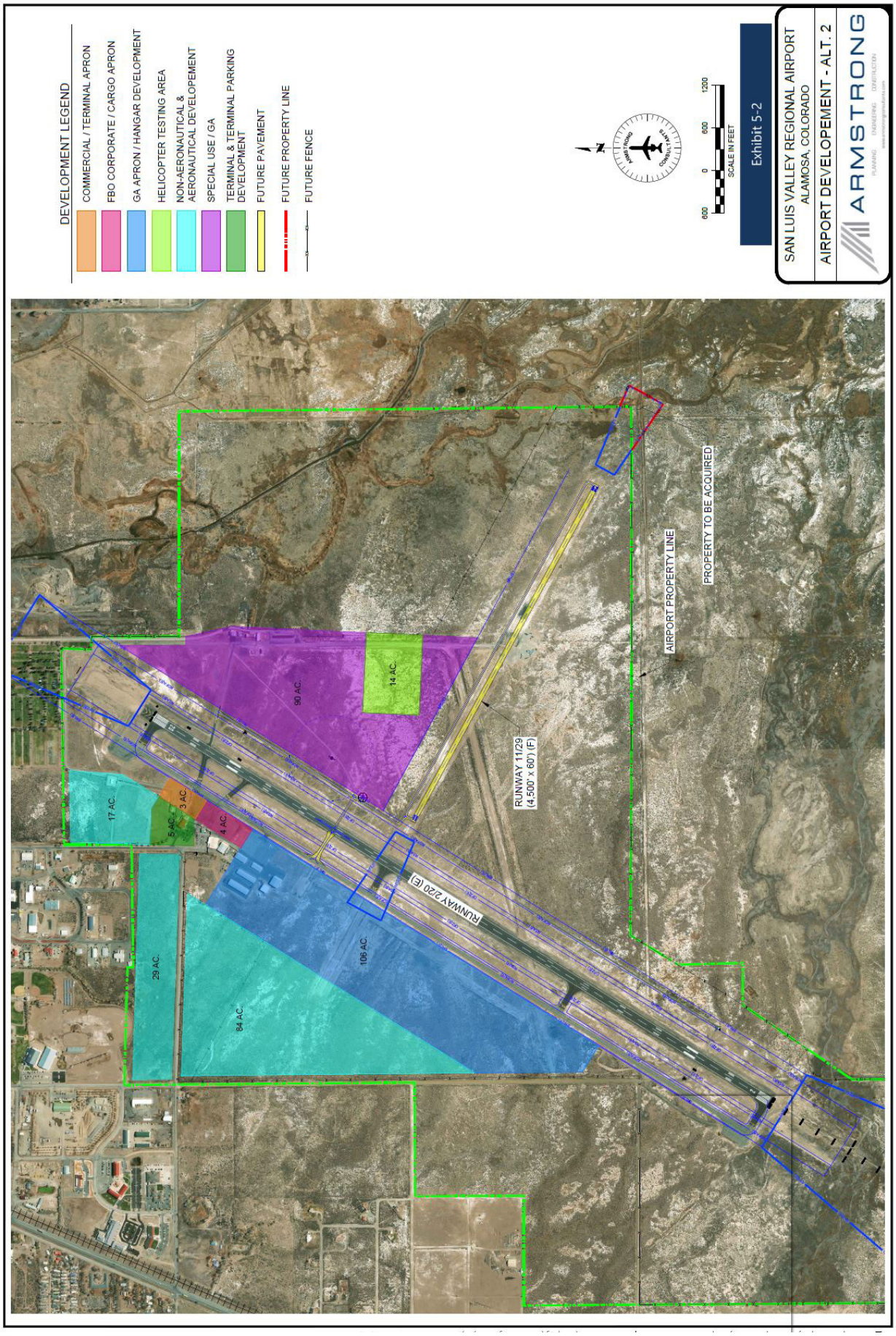
- Airport Master Plan Final Report
- Updated Airport Layout Plan Set
- Aeronautical Survey (AGIS)
- Public Outreach Program
- Instrument Approach Feasibility Study

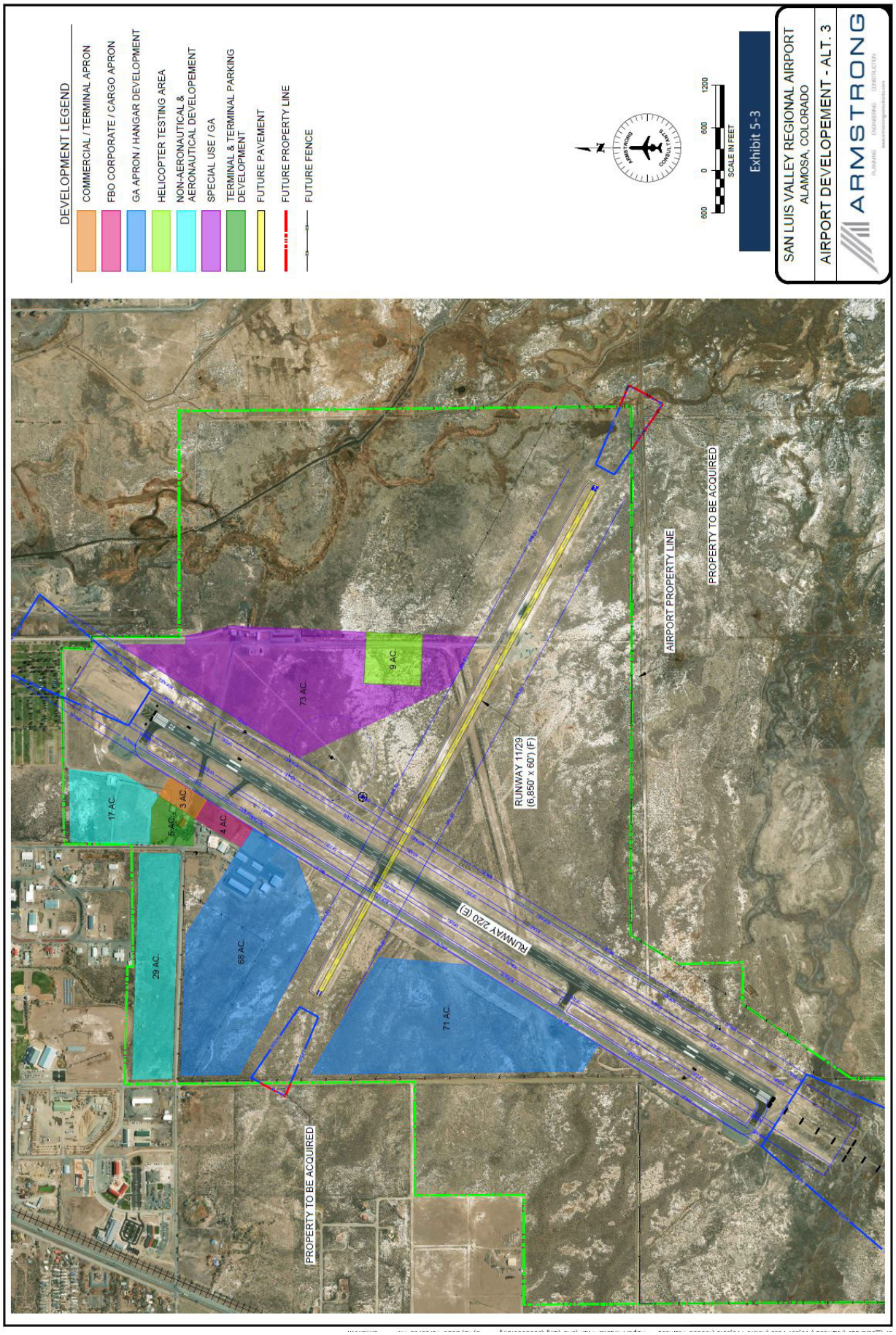


Chapter 5 | Summary of Recommended Development and Preferred Alternatives

"The development alternatives presented in this Chapter were derived to accommodate the forecasted aviation demand and the corresponding facility requirements for San Luis Valley Regional Airport for the twenty-year planning period. Projects such as pavement maintenance will have to be done in addition to the recommended development. The timing and funding of both maintenance and the recommended development will be further discussed in Chapter Seven, Implementation and Financial Plan.

A TAC meeting comprised of Airport stakeholders will be held to obtain input and feedback on the recommended development for the Airport Master Plan. All, or portions of the discussed alternatives may be selected as the preferred alternative. The selection of the preferred alternative(s) and layout will be carried forward on the Airport Layout Plan."


DEVELOPMENT LEGEND
COMMERCIAL / TERMINAL APRON
FBO CORPORATE / CARGO APRON
GA APRON / HANGAR DEVELOPMENT
HELICOPTER TESTING AREA
NON-AERONAUTICAL & AERONAUTICAL DEVELOPEMENT
SPECIAL USE / GA
TERMINAL & TERMINAL PARKING DEVELOPMENT
FUTURE PAVEMENT
FUTURE PROPERTY LINE
FUTURE FENCE
SCALE IN FEET
800
0
800
1200
Exhibit 5-2
SAN LUIS VALLEY REGIONAL AIRPORT
ALAMOSA, COLORADO
AIRPORT DEVELOPEMENT - ALT. 2
ARMSTRONG
PROPERTY TO BE ACQUIRED
AIRPORT PROPERTY LINE
RUNWAY 11/29
(4,500' x 60') (F)
RUNWAY 2/20 (E)
90 AC.
14 AC.
17 AC.
3 AC.
5 AC.
4 AC.
106 AC.
29 AC.
84 AC.


DEVELOPMENT LEGEND
COMMERCIAL / TERMINAL APRON
FBO CORPORATE / CARGO APRON
GA APRON / HANGAR DEVELOPMENT
HELICOPTER TESTING AREA
NON-AERONAUTICAL & AERONAUTICAL DEVELOPEMENT
SPECIAL USE / GA
TERMINAL & TERMINAL PARKING DEVELOPMENT
FUTURE PAVEMENT
FUTURE PROPERTY LINE
FUTURE FENCE
SCALE IN FEET
600 0 600 1200
Exhibit 5-3
SAN LUIS VALLEY REGIONAL AIRPORT
ALAMOSA, COLORADO
AIRPORT DEVELOPEMENT - ALT. 3
ARMSTRONG
PROPERTY TO BE ACQUIRED
AIRPORT PROPERTY LINE
PROPERTY TO BE ACQUIRED
RUNWAY 11/29
(6,850' x 60') (F)
RUNWAY 2/20 (E)
73 AC.
9 AC.
17 AC.
5 AC.
3 AC.
4 AC.
68 AC.
29 AC.
71 AC.

SAN LUIS VALLEY REGIONAL AIRPORT (ALS) | ALAMOSA, CO
Airport Master Plan | Environmental Impacts Overview

Table 5-2 Environmental Overview for San Luis Valley Regional Airport

NEPA Resource Category	Potential Environmental Impacts	Anticipated Impact Level	Supporting Documentation
Air Quality	The U.S. Environmental Protection Agency (EPA) has adopted air quality standards that specify the maximum permissible short-term and long-term concentrations of various air contaminants. The National Ambient Air Quality Standards (NAAQS) consist of primary and secondary standards for six criteria pollutants which include: Ozone (O3), Carbon Monoxide (CO), Sulfur Dioxide (SOx), Nitrogen Oxide (NOx), Particulate matter (PM10), and Lead (Pb). Areas that exceed allowable thresholds for criteria pollutants are designated "non-attainment" areas.	**No impacts** Alamosa County is not located in a non-attainment area. No significant air quality impacts are anticipated to occur as a result of the development shown.	See **Figure 2-17**
Threatened or Endangered Species and Biological Resources	A significant impact to Federally-listed threatened and endangered species would occur when the Fish and Wildlife Service determines that the proposed action would be (Table 5-2 continued on next page) likely to jeopardize the continued existence of the species in question, or would result in the destruction or adverse modification of Federally-designated critical habitat in the affected area.	**No impacts** The proposed projects are not anticipated to impact plant communities or cause the displacement of wildlife. An online search was conducted and identified five threatened, endangered and or candidate species that may occur within the development area. No critical habitats have been identified for the areas of recommended development at San Luis Valley Regional Airport.	See **Section 2.10.5**
Coastal Barriers and Coastal Zone Management (CZM)	The Airport is not located within or adjacent to a coastal zone.	**No impacts** Airport is located in the State of Colorado.	Not Applicable
Compatible Land Use/Noise	**Compatible Land Use**: Federal Aviation Regulations (F.A.R.) Part 150 recommends guidelines for planning land use compatibility within various levels of aircraft noise exposure. In addition, Advisory Circular 150/5200-33 identifies land uses that are incompatible with safe airport operations because of their propensity for attracting birds or other wildlife, which in turn results in an increased risk of aircraft strikes and damage. Finally, F.A.R. Part 77 regulates the height of structures within the vicinity of the airport. **Noise**: The Yearly Day-Night Average Sound Level (DNL) is used in this study to assess aircraft noise. DNL is the metric currently accepted by the Federal Aviation (Table 5-2 continued on next page)	**Minor impacts** The proposed airport improvements are not anticipated to result in significant noise impacts, or attract wildlife.	Not Applicable

Table 5-2 Environmental Overview for San Luis Valley Regional Airport

NEPA Resource Category	Potential Environmental Impacts	Anticipated Impact Level	Supporting Documentation
	Administration (FAA), Environmental Protection Agency (EPA), and Department of Housing and Urban Development (HUD) as an appropriate measure of cumulative noise exposure. These three federal agencies have each identified the 65 DNL noise contour as the threshold of incompatibility.		
Construction Impacts	Significant impacts would most likely occur when unusual circumstances exist (e.g. construction-induced traffic congestion that (Table 5-2 continued on next page) would substantially degrade air quality) and when the severity of the impact cannot be mitigated below FAA's threshold levels for the affected resource.	**Minor impacts** A temporary increase in particulate emissions and fugitive dust may result from construction activities. The provisions contained in FAA Advisory Circular 150/5370-10H, *Standards for Specifying Construction of Airports,* should be incorporated into all project specifications.	Not Applicable
Cumulative Impacts	The significance threshold for cumulative impacts varies according to the affected resource. Past, present, and reasonably foreseeable future actions trigger the significance threshold for the resource analyzed.	**No impacts** The proposed projects are not anticipated to cause a cumulative impact when considering past, present and foreseeable future projects.	Not Applicable
Department of Transportation (DOT) Act, Section 4(f)	**Section 4(f) Lands**. These include publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance, or any land from a historic site of national, state or local significance.	**No impacts** An historic cemetery is located immediately north of the Airport, Lee Field Complex Ball Fields is located approximately 0.5 miles northwest of the Airport. The extent of the recommended development would remain within existing Airport property.	Not Applicable
Energy Supplies, Natural Resources, and Sustainable Design	When proposed construction, operation, or maintenance would cause demands that would exceed available or future (project year) natural resource or energy supplies.	**No impacts**	
Farmlands	According to the Farmland Protection Policy Act, the regulation does not apply to land already committed to "urban development or water storage," i.e., airport developed areas, regardless of its importance as defined by the NRCS. (Table 5-2 continued on next page)	**No impacts** Portions of the airport are designated as Prime Farmland and/or Farmland of Statewide Importance. However, Farmland Protection Policy Act does not apply to land already committed	See **Figure 2-25**

Table 5-2 Environmental Overview for San Luis Valley Regional Airport

NEPA Resource Category	Potential Environmental Impacts	Anticipated Impact Level	Supporting Documentation
		to "urban development or water storage."	
Floodplains	When notable adverse impacts on natural and beneficial floodplain values would occur.	**No impacts** San Luis Valley Regional Airport is not located within or adjacent to a 100-year floodplain.	Not Applicable
Hazardous Materials	The action involves a property on, or eligible for, the National Priority List (NPL).	**No impacts**	Not Applicable
Historical, Architectural, Archaeological, and Cultural Resources	When an action adversely affects a protected property the state and /or tribal Historic Table Preservation Officer addressing alternatives to avoid adverse effects and mitigation warrants further study.	**Limited Potential for Impacts** Coordination with the SHPO would be conducted prior to construction. A Class I Record Search was performed by SWCA in September 2019. The study resulted in the conclusion that no documented cultural resources are present within the project area.	See **Section 2.10.6**
Light Emissions and Visual Effects	**For light emissions:** When an action's light emissions create annoyance to or interfere with normal activities. **For visual effects:** When consultation with Federal, State or local agencies, tribes or the public shows these effects cause a disturbance and the agencies state the effect is objectionable.	**Minor impacts** No significant light emissions or visual effects impacts are anticipated as a result of the proposed development.	Not Applicable
Secondary (Induced) Impacts	Induced impacts will normally not be significant except where there are also significant impacts in other categories, especially noise, land use, or direct social impacts.	**No impacts**	Not Applicable
Socioeconomic Impacts, Environmental Justice, and Children's Environmental Health Risks and Safety Risks	**For socioeconomic issues:** When an action would cause: Extensive relocation, but sufficient replacement housing is unavailable. Extensive relocation of community businesses that would cause severe economic hardship for affected communities. Disruption of local traffic patterns that substantially reduce the Levels of Service of roads serving the airport and its surrounding (Table 5-2 continued on next page)	**Socioeconomic Issues: No adverse impacts** **Environmental Justice: No impacts** **Children's Health & Safety: No impacts**	Not Applicable

Table 5-2 Environmental Overview for San Luis Valley Regional Airport

NEPA Resource Category	Potential Environmental Impacts	Anticipated Impact Level	Supporting Documentation
	communities. A substantial loss in community tax base. **For Environmental Justice issues:** When an action would cause disproportionately high and adverse human health or environmental effects on minority and low income populations, a significant impact may occur. **For Children's Health & Safety Risks:** An action causing disproportionate health and safety risks to children may indicate a significant impact.		
Solid Waste	Solid waste generated during future project construction would be contained in designated areas and receptacles and removed once the project is completed. Pollution related to construction activities (i.e. dust) would be minimal and would not adversely affect the Airport.	**Minor impacts** Solid waste would likely be generated during construction of the recommended development. These impacts would only be temporary during construction.	Not Applicable
Water Quality	When an action has the potential to exceed water quality standards, there are water quality problems that cannot be avoided or satisfactorily mitigated, or there would be difficulty in obtaining a permit or authorization, there may be a significant impact.	**No impacts**	Not Applicable
Wetlands	When an action would: Adversely affect a wetland's function to protect the quality or quantity of a municipal water supply. Substantially alter the hydrology needed to sustain the affected wetland's values and functions or those of a wetland to which it is connected. Substantially reduce the affected wetland's ability to retain floodwaters or storm runoff, thereby threatening public health, safety or welfare. Adversely affect the maintenance of natural systems supporting wildlife and fish habitat or economically important timber, food, or fiber resources of the affected area surrounding wetlands. Promote development of secondary activities or services that would affect the above functions. (Table 5-2 continued on next page)	**No impacts** Coordination with the U.S. Army Corps of Engineers would be conducted during future NEPA analysis to confirm no significant impacts would occur.	See **Figure 2-27**

Table 5-2 Environmental Overview for San Luis Valley Regional Airport

NEPA Resource Category	Potential Environmental Impacts	Anticipated Impact Level	Supporting Documentation
Wild and Scenic Rivers	There are no wild or scenic rivers on or near future project areas.	**No impacts**	Not Applicable

Source: FAA Order 1050.1F, Environmental Impacts: Policies and Procedures, FAA Order 5050.4B, NEPA Implementing Instructions for Airport Projects, & Armstrong Consultants, Inc., 2020

5.6.2 Summary of Potential Environmental Impacts

Table 5-2 provides a summary of the analysis ratings for each of the environmental impact categories with regard to the recommended development. While some categories indicate a potential minor impact, they are all estimated to be below the threshold of significance as described in FAA Order 5050.4B, *NEPA Implementing Instructions for Airport Projects*. It is expected that most recommended development projects would be categorically excluded.

JACKPOT AIRPORT/HAYDEN FIELD (06U) | JACKPOT, NV

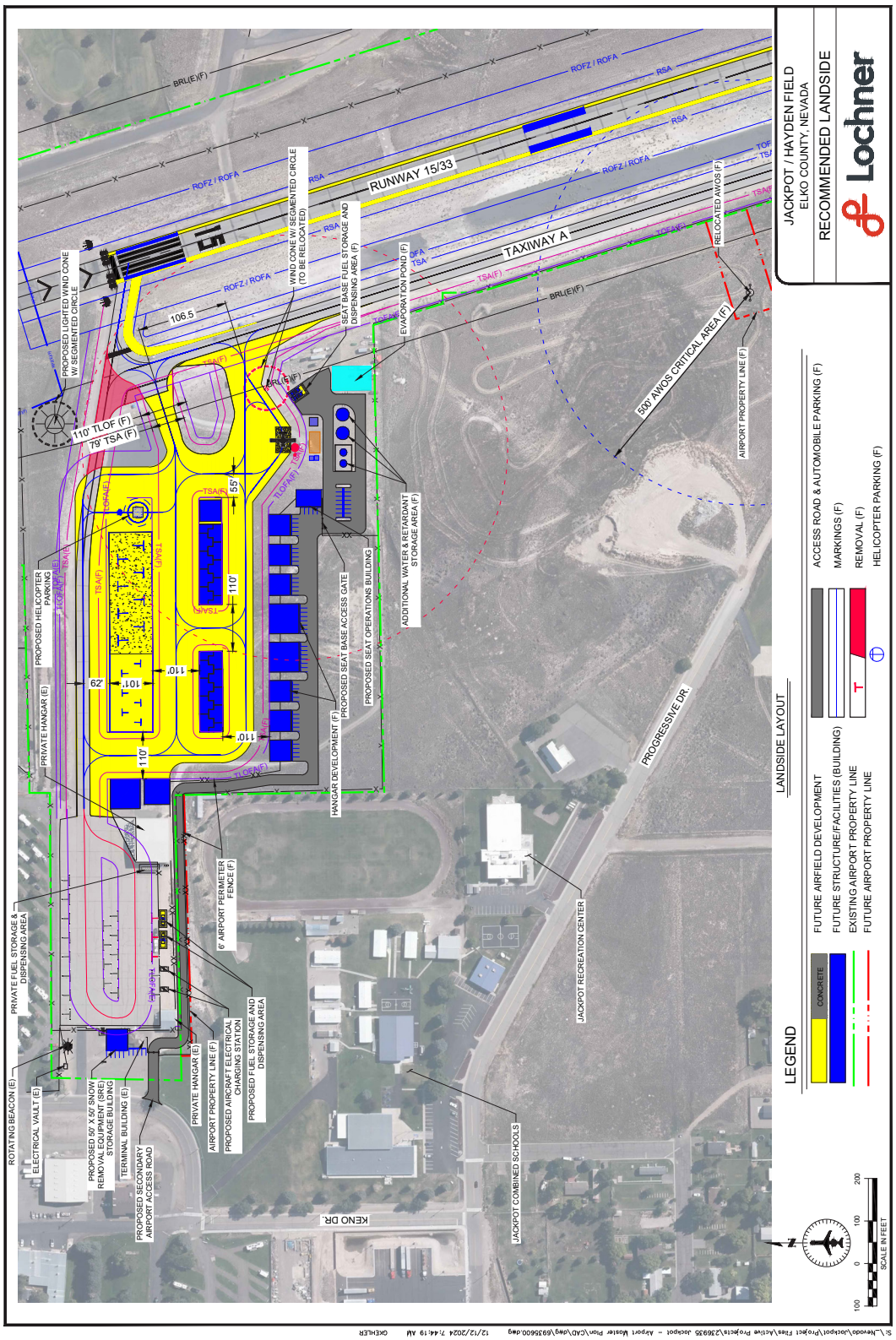
Airport Master Plan Exhibits

Project Scope

- This project involved a comprehensive Airport Master Plan Update to identify and evaluate existing and future needs for airport development. A special emphasis was placed on updating the airport land use and lease agreements of the property.

Project Deliverables Completed

- Airport Master Plan Final Report
- Updated Airport Layout Plan Set
- Aeronautical Survey (AGIS)
- Property Boundary Title Search with Legal Description
- Updated Exhibit A - Airport Property Map



JACKPOT/HAYDEN FIELD
ELKO COUNTY, NEVADA
LIGHTING AND VISUAL AIDS
ARMSTRONG
A LOCHNER COMPANY
1 RUNWAY 15 THRESHOLD LIGHTS AND REIL
2 RUNWAY 33 THRESHOLD LIGHTS AND REIL
3 WIND CONE W/ SEGMENTED CIRCLE
4 WIND CONE W/ SEGMENTED CIRCLE
5 2 BOX PAPI
6 BEACON
7 VASI
8 A4 (15-33) SIGNAGE
9 AWOS
10 TAXIWAY EDGE LIGHT
10 RUNWAY EDGE LIGHT
SCALE IN FEET
0
300
600
S:_Nevada\Jackpot\Project Files\Active Projects\2369535 Jackpot – Airport Master Plan\CAD\dwg\2369535604 LIGHTING AND VISUAL AIDS.dwg 9/26/2023 4:34:27 PM MCOATS

WELLS MUNICIPAL AIRPORT (LWL) | WELLS, NV
Categorical Exclusion

Project Scope
- This project involved preparation of a documented CatEx for landside and airside improvements at the Wells Municipal Airport in accordance with NEPA and FAA requirements.

Project Deliverables Completed
- Documented CatEx Form
- Environmental Resource Evaluation
- 500-Year Floodplain Evaluation

Effective Date: June 2, 2017 ARP SOP No. 5.1

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airpor5ts District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Wells Municipal Airport – Harriet Field, LWL, Wells, Nevada

Project Title:

Single Engine Air Taker Base Construction

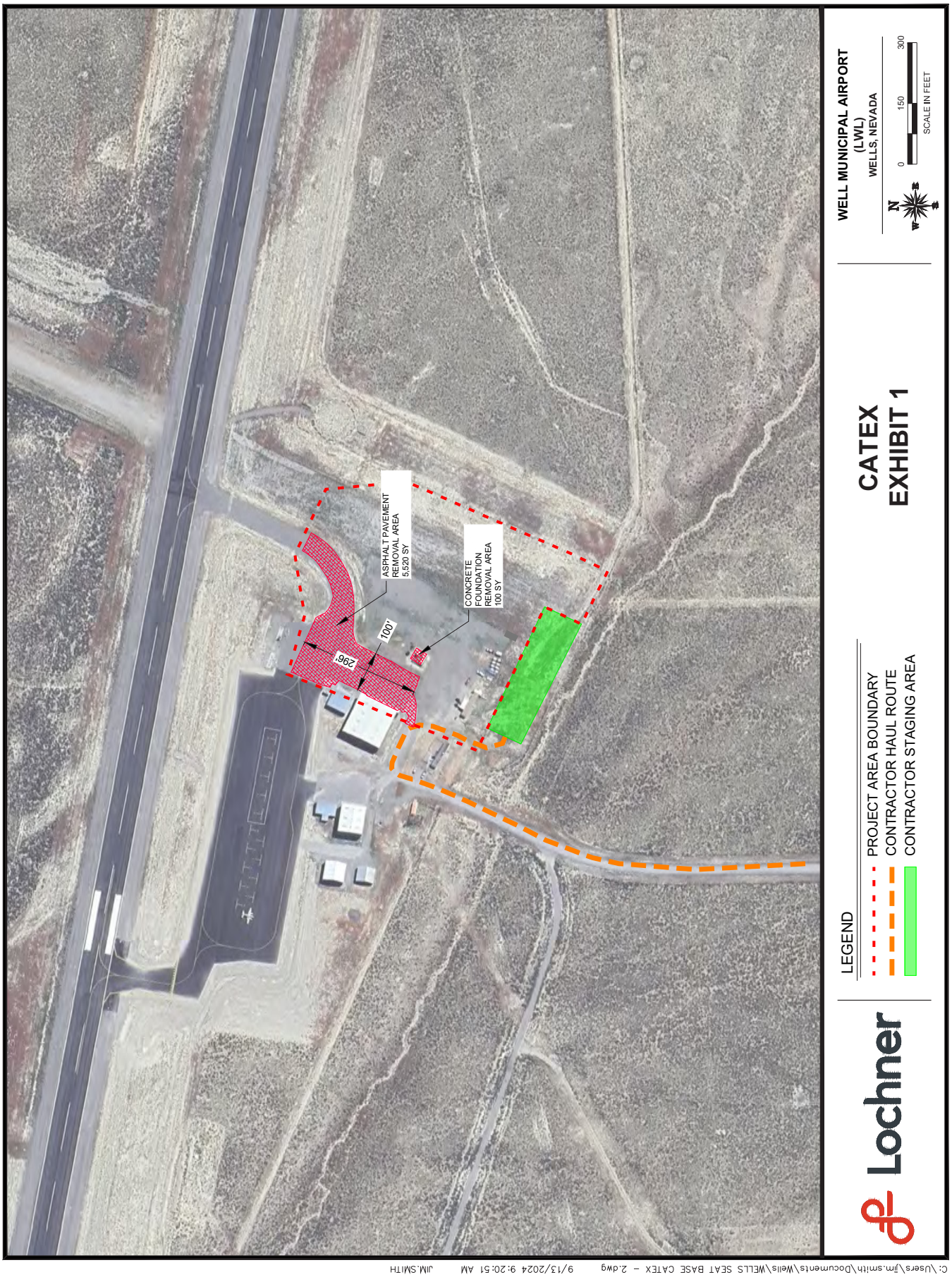
Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

This project includes the bid and construction of the BLM Single Engine Air Tanker (SEAT) Base. The proposed project would support the operation of SEAT aircraft for the purposes of aerial firefighting in the region. The SEAT base will be located at the south end of the new east apron. Previous ground disturbance includes Taxiway A4 and the apron area, in which approximately 5,520 square yards or existing asphalt pavement and 100 square yards of concrete foundation will be removed. A 15,910 square yard asphalt apron will be paved and approximately 930 square yards of concrete will be poured for the SEAT pads, retardant containment area, water tank pad, and off-load pad, each at a total depth of 12 inches. There will be new trenching at depths starting at 1.5 feet for water and power utilities, sewer and storm drainage, and an evaporation pond with a surface area of approximately 280 square yards. Retro-reflective markers will be placed around the apron, and new aircraft tie downs will be installed on the apron, accompanied by new paint markings and soil stabilization around the perimeter of the project area. The project is expected to bid in January 2025 and begin construction in Spring 2025, with an estimated duration of 90 days for construction.

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

The project area consists of paved taxiway and apron areas, along with the surrounding areas of mowed vegetation. Contractor access to the site will be through the existing paved access road

A-1


ASPHALT PAVEMENT REMOVAL AREA 5,520 SY
CONCRETE FOUNDATION REMOVAL AREA 100 SY
100'
296'
Lochner
LEGEND
PROJECT AREA BOUNDARY
CONTRACTOR HAUL ROUTE
CONTRACTOR STAGING AREA
CATEX EXHIBIT 1
WELL MUNICIPAL AIRPORT (LWL)
WELLS, NEVADA
N
0
150
300
SCALE IN FEET
C:\Users\jim.smith\Documents\Wells\WELLS SEAT BASE CATEX - 2.dwg 9/13/2024 9:20:51 AM JIM.SMITH

NEW ASPHALT PAVEMENT APRON AREA 15,910 SY
STORM DRAIN TRENCHING
398'
333'
SANITARY SEWER TRENCHING
1" WIDE WATER LINE TRENCH, 2'+ DEEP
1" WIDE POWER TRENCH, 1.5' DEEP
LEGEND
PROJECT AREA BOUNDARY
CONTRACTOR HAUL ROUTE
CONTRACTOR STAGING AREA
Lochner
CATEX
EXHIBIT 2
WELL MUNICIPAL AIRPORT
(LWL)
WELLS, NEVADA
N
0
150
300
SCALE IN FEET
C:\Users\jim.smith\Documents\Wells\WELLS SEAT BASE CATEX - 2.dwg 9/13/2024 9:23:16 AM JIM.SMITH

ALAMO LANDING FIELD (L92) | ALAMO, NV
Airport Master Plan & Airport Layout Plan Exhibits

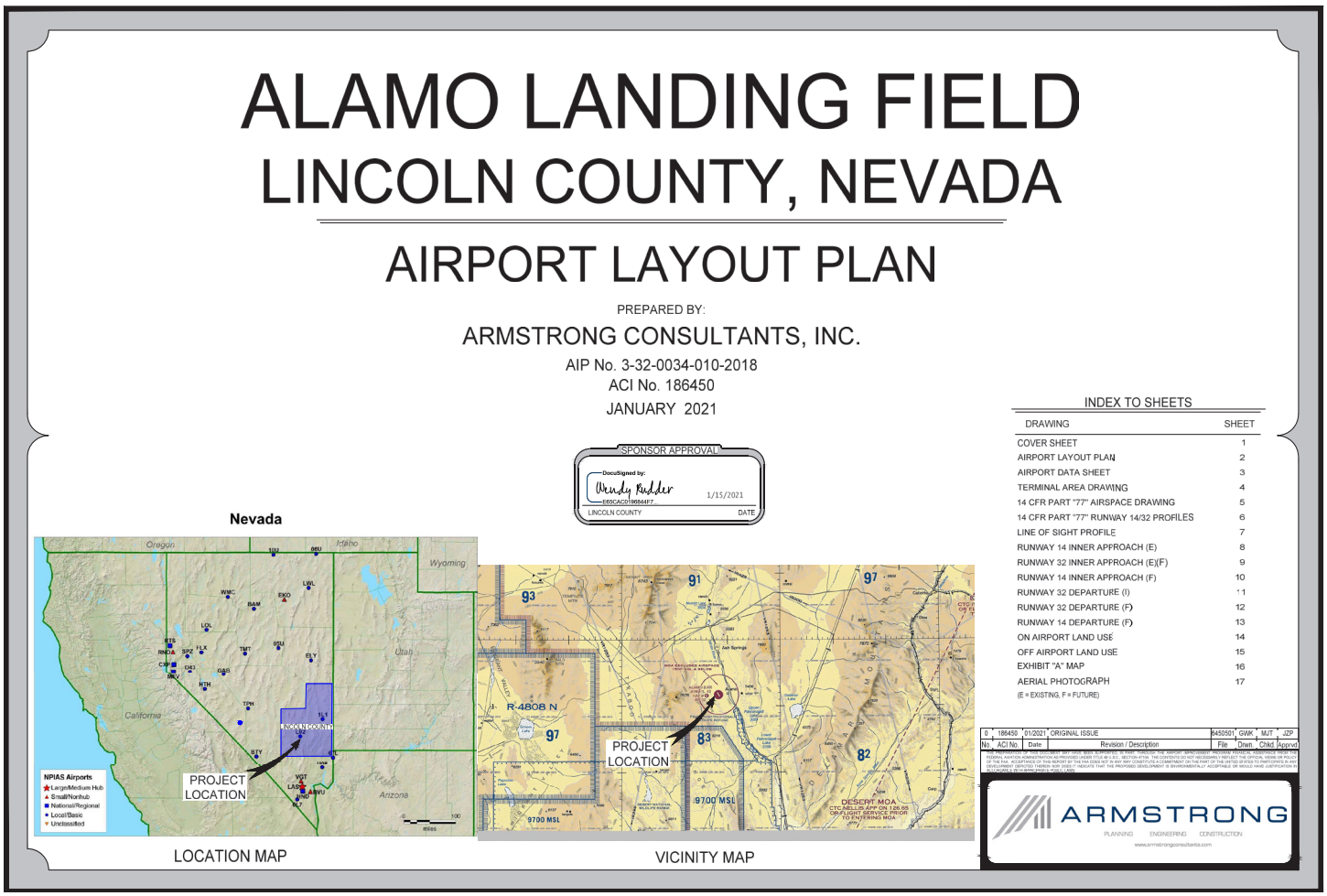
Project Scope

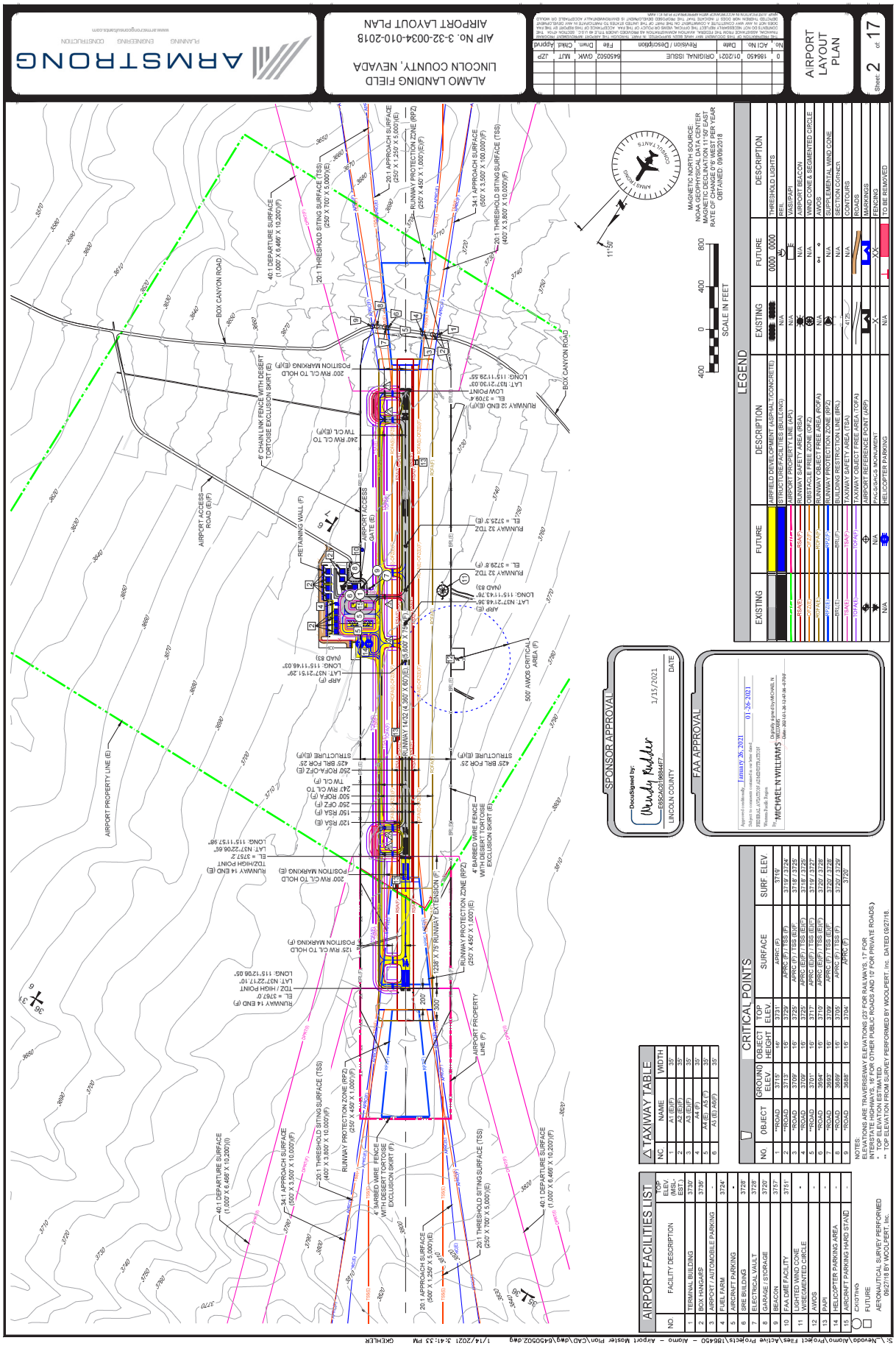
- The AMP identified and protected numerous key development items including, future parallel taxiway, expanded aprons for aerial firefighting operations, fuel systems and additional hangar facilities. The airport currently is located on a section of land leased from the BLM; however, the County is pursuing fee simple ownership. An updated Exhibit A was critical in assisting the future transfer of the airport property from a lease to fee simple ownership. Additionally, due to development conceived in the AMP, land is needed for a runway extension and approach protection. The updated Exhibit A will serve as the mechanism to receive this additional land from the BLM.

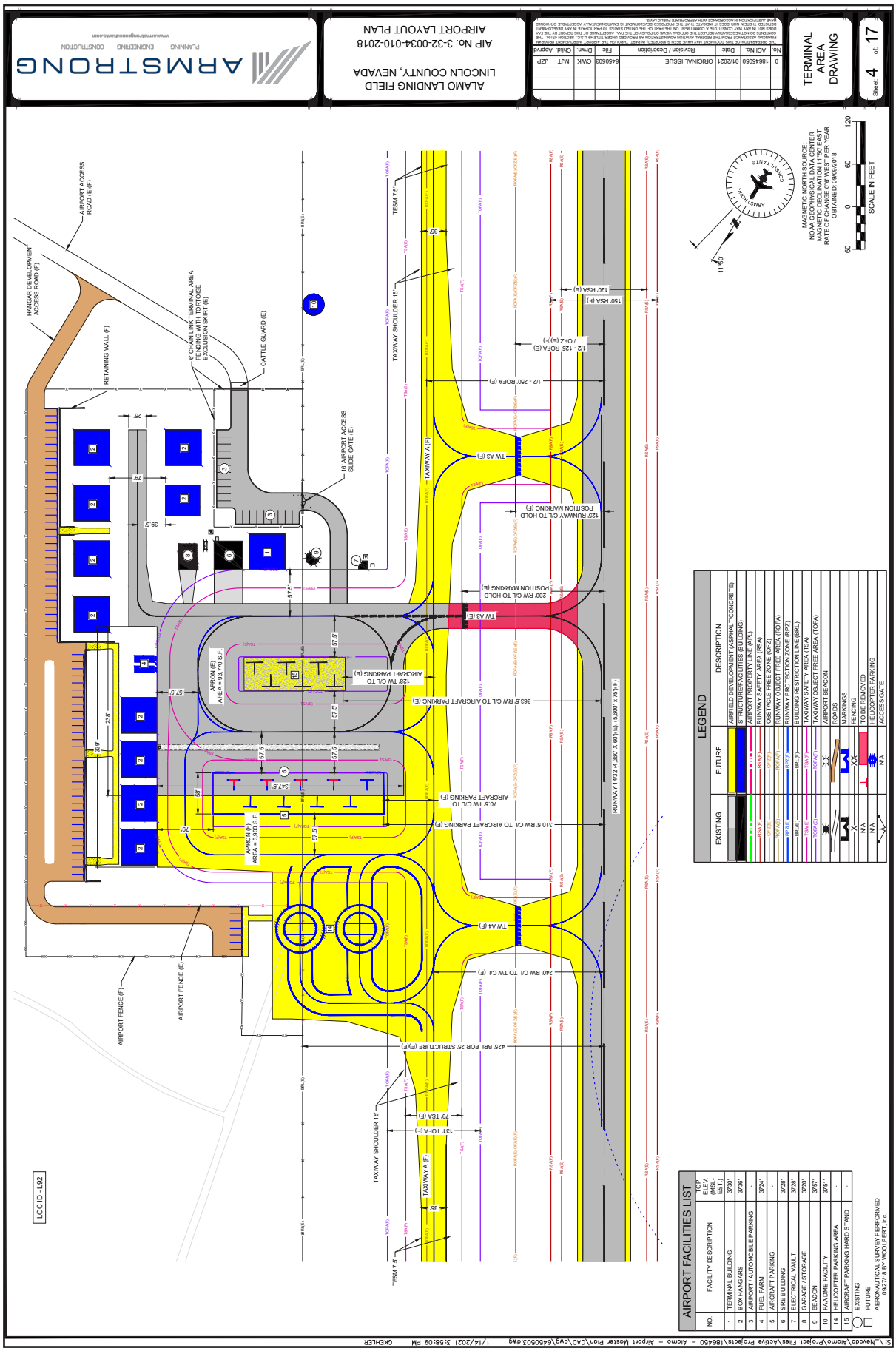


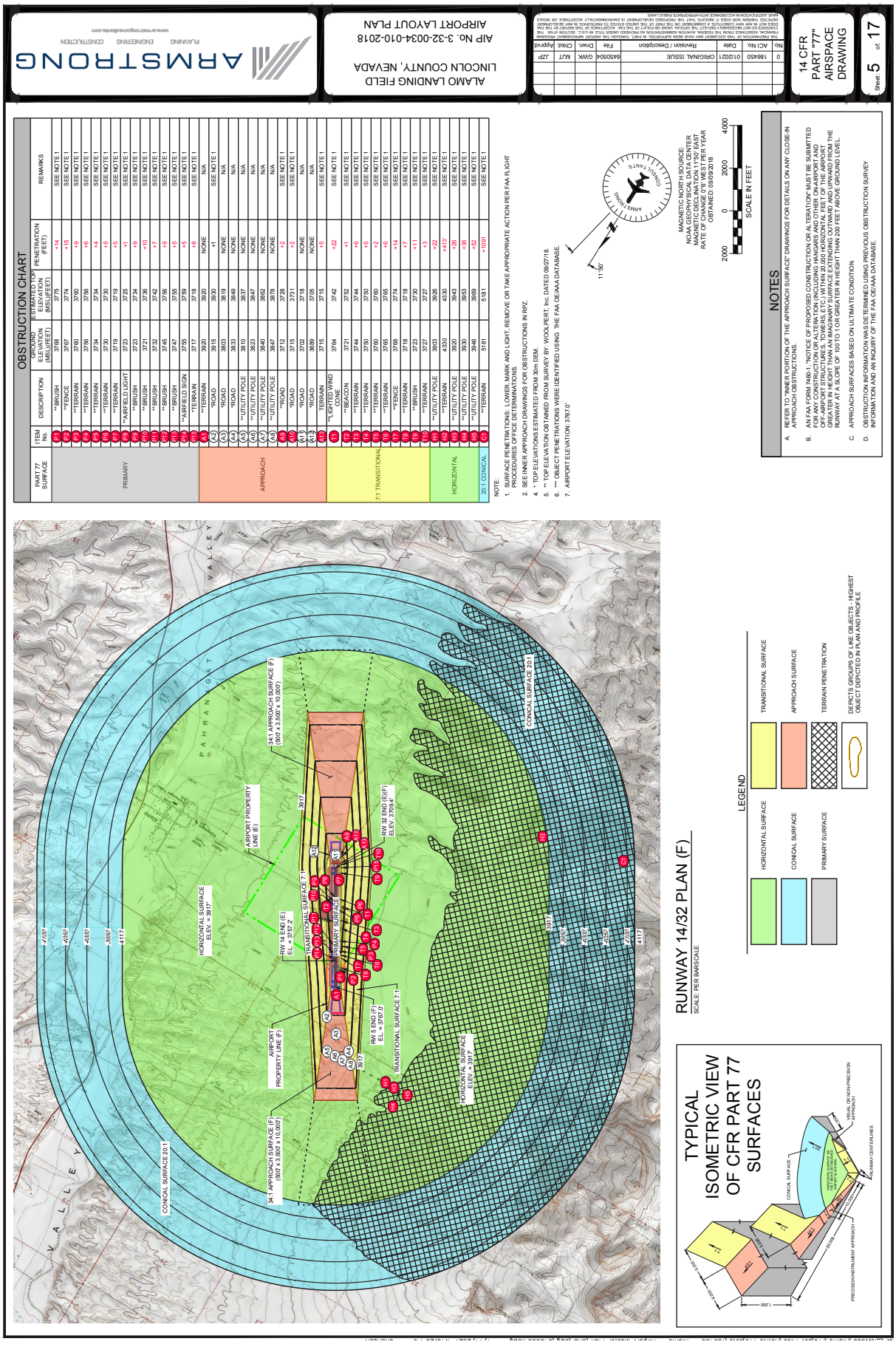
Project Deliverables Completed

- Airport Master Plan Report
- Updated Airport Layout Plan
- Updated Exhibit "A" Airport Property Map
- 20-Year Capital Improvement Phasing Plan




ARMSTRONG
ALAMO LANDING FIELD
LINCOLN COUNTY, NEVADA
AIRPORT LAYOUT PLAN
AIRPORT LAYOUT PLAN
Sheet: 2 of: 17
SCALE IN FEET
LEGEND
SPONSOR APPROVAL
FAA APPROVAL
AIRPORT FACILITIES LIST
TAXIWAY TABLE
CRITICAL POINTS
MAGNETIC NORTH SOURCE: NOAA GEOPHYSICAL DATA CENTER MAGNETIC DECLINATION 11°50' EAST RATE OF CHANGE 0°6' WEST PER YEAR OBTAINED: 09/09/2018
AIRPORT PROPERTY LINE (E)
AIRPORT ACCESS ROAD (E)(F)
BOX CANYON ROAD
500' AWOS CRITICAL AREA (F)
RUNWAY 14/32 (4,360' X 60')(E)
RUNWAY 14 END (E)
RUNWAY 32 END (E)(F)
RUNWAY 32 TDZ
RUNWAY 14 END (F)
RUNWAY PROTECTION ZONE (RPZ)
RUNWAY PROTECTION ZONE (RPZ) (250' X 450' X 1,000')(E)
RUNWAY PROTECTION ZONE (RPZ) (250' X 450' X 1,000')(F)
RUNWAY 14 END (E)
RUNWAY 32 END (E)(F)
RETAINING WALL (F)
AIRPORT ACCESS GATE (E)
6' CHAIN LINK FENCE WITH DESERT TORTOISE EXCLUSION SKIRT (E)
4' BARBED WIRE FENCE WITH DESERT TORTOISE EXCLUSION SKIRT (F)
4' BARBED WIRE FENCE WITH DESERT TORTOISE EXCLUSION SKIRT (E)
20:1 THRESHOLD SITING SURFACE (TSS) (250' X 700' X 5,000')(E)
20:1 APPROACH SURFACE (250' X 1,250' X 5,000')(E)
20:1 THRESHOLD SITING SURFACE (TSS) (400' X 3,800' X 10,000')(F)
34:1 APPROACH SURFACE (500' X 3,500' X 10,000')(F)
40:1 DEPARTURE SURFACE (1,000' X 6,466' X 10,200')(F)
40:1 DEPARTURE SURFACE (1,000' X 6,466' X 10,200')(I)
1238' X 75' RUNWAY EXTENSION (F)
200' RW C/L TO HOLD POSITION MARKING (E)
200' RW C/L TO HOLD POSITION MARKING (F)
125' RW C/L TO HOLD POSITION MARKING (F)
240' RW C/L TO TW C/L (E)
200' RW C/L TO HOLD POSITION MARKING (E)(F)
RUNWAY 14/32 (4,360' X 60')(E)
RUNWAY 32 TDZ EL = 3725.3' (E)
RUNWAY 32 TDZ EL = 3729.8' (F)
RUNWAY 14 END (E) TDZ/HIGH POINT EL = 3757.2' LAT: N37°22'06.65" LONG: 115°11'57.98"
RUNWAY 14 END (F) EL = 3767.0' TDZ / HIGH POINT LAT: N37°22'17.10" LONG: 115°12'06.05"
RUNWAY 32 END (E)(F) EL = 3709.4' LOW POINT LAT: N37°21'30.03" LONG: 115°11'29.55"
RUNWAY 32 END (E)(F) EL = 3725.3' (E)
RUNWAY 32 TDZ EL = 3729.8' (F)
LAT: N37°21'48.36" LONG: 115°11'43.76" (NAD 83)
ARP (E) LAT: N37°21'51.29" LONG: 115°11'46.03" (NAD 83)
ARP (F) LAT: N37°21'51.29" LONG: 115°11'46.03" (NAD 83)
250' ROFA-OFZ (E)
425' BRL FOR 25' STRUCTURE (E)(F)
425' BRL FOR 25' STRUCTURE (E)(F)
TW C/L TO TW C/L (E)
TW C/L TO TW C/L (F)
250' ROFA (F)
500' ROFA (F)
250' OFZ (F)
150' RSA (F)
120' RSA (E)
RUNWAY 14 END (E) TDZ/HIGH POINT EL = 3757.2' LAT: N37°22'06.65" LONG: 115°11'57.98"
RUNWAY 14 END (F) EL = 3767.0' TDZ / HIGH POINT LAT: N37°22'17.10" LONG: 115°12'06.05"
RUNWAY PROTECTION ZONE (RPZ) (250' X 450' X 1,000')(E)
RUNWAY PROTECTION ZONE (RPZ) (250' X 450' X 1,000')(F)
20:1 APPROACH SURFACE (500' X 1,250' X 5,000')(E)
20:1 THRESHOLD SITING SURFACE (TSS) (250' X 700' X 5,000')(E)
20:1 THRESHOLD SITING SURFACE (TSS) (400' X 3,800' X 10,000')(F)
34:1 APPROACH SURFACE (500' X 3,500' X 10,000')(F)
40:1 DEPARTURE SURFACE (1,000' X 6,466' X 10,200')(I)
40:1 DEPARTURE SURFACE (1,000' X 6,466' X 10,200')(F)
AIRPORT PROPERTY LINE (F)
SPONSOR APPROVAL
DocuSigned by:
Wendy Rudder
E65CAC0196844F7...
1/15/2021
LINCOLN COUNTY
DATE
FAA APPROVAL
Approved conditionally January 26, 2021
Subject to comments contained in the letter dated 01-26-2021
FEDERAL AVIATION ADMINISTRATION
Western Pacific Region
By MICHAEL N WILLIAMS
Digitally signed by MICHAEL N WILLIAMS
Date: 2021.01.26 12:47:36 -07'00'
AIRPORT FACILITIES LIST
NO. FACILITY DESCRIPTION TOP ELEV. (MSL-EST.)
1 TERMINAL BUILDING 3730'
2 BOX HANGARS 3736'
3 AIRPORT / AUTOMOBILE PARKING -
4 FUEL FARM 3724'
5 AIRCRAFT PARKING -
6 SRE BUILDING 3728'
7 ELECTRICAL VAULT 3728'
8 GARAGE / STORAGE 3720'
9 BEACON 3757'
10 FAA DME FACILITY 3751'
11 LIGHTED WIND CONE WISEGMENTED CIRCLE -
12 AWOS -
13 PAPI -
14 HELICOPTER PARKING AREA -
15 AIRCRAFT PARKING HARD STAND -
TAXIWAY TABLE
NO. NAME WIDTH
1 A1 (E)(F) 35'
2 A2 (E)(F) 35'
3 A3 (E)(F) 35'
4 A4 (F) 35'
5 A4 (E) A5 (F) 35'
6 A5 (E) A6(F) 35'
CRITICAL POINTS
NO. OBJECT GROUND ELEV. OBJECT HEIGHT TOP ELEV. SURFACE SURF. ELEV.
1 **ROAD 3715' 16' 3731' APRC (F) 3719'
2 **ROAD 3713' 16' 3729' APRC (F) / TSS (F) 3719' / 3724'
3 *ROAD 3709' 16' 3725' APRC (F) / TSS (E)(F) 3718' / 3725'
4 *ROAD 3709' 16' 3725' APRC (E)(F) / TSS (E)(F) 3718' / 3725'
5 **ROAD 3701' 16' 3717' APRC (E)(F) / TSS (E)(F) 3719' / 3727'
6 *ROAD 3694' 16' 3710' APRC (E)(F) / TSS (E)(F) 3720' / 3728'
7 *ROAD 3693' 16' 3709' APRC (F) / TSS (E)(F) 3720' / 3728'
8 *ROAD 3689' 16' 3705' APRC (F) / TSS (F) 3720' / 3729'
9 *ROAD 3688' 16' 3704' APRC (F) 3720'
NOTES:
ELEVATIONS ARE TRAVERSEWAY ELEVATIONS (23' FOR RAILWAYS, 17' FOR INTERSTATE HIGHWAYS, 16' FOR OTHER PUBLIC ROADS AND 10' FOR PRIVATE ROADS.)
* TOP ELEVATION ESTIMATED.
** TOP ELEVATION FROM SURVEY PERFORMED BY WOOLPERT, Inc. DATED 09/27/18.
EXISTING
FUTURE
AERONAUTICAL SURVEY PERFORMED 09/27/18 BY WOOLPERT, Inc.
S:_Nevada\Alamo\Project Files\Active Projects\186450 – Alamo – Airport Master Plan\CAD\dwg\6450502.dwg 1/14/2021 3:41:33 PM GKEHLER


ARMSTRONG
PLANNING ENGINEERING CONSTRUCTION
www.armstrongconsultants.com
ALAMO LANDING FIELD
LINCOLN COUNTY, NEVADA
AIP No. 3-32-0034-010-2018
AIRPORT LAYOUT PLAN
TERMINAL AREA DRAWING
Sheet 4 of 17
MAGNETIC NORTH SOURCE: NOAA GEOPHYSICAL DATA CENTER MAGNETIC DECLINATION 11°15' EAST RATE OF CHANGE 0° 6' WEST PER YEAR OBTAINED: 09/09/2018
SCALE IN FEET
LEGEND
EXISTING
FUTURE
DESCRIPTION
AIRFIELD DEVELOPMENT (ASPHALT/CONCRETE)
STRUCTURE/FACILITIES (BUILDING)
AIRPORT PROPERTY LINE (APL)
RUNWAY SAFETY AREA (RSA)
OBSTACLE FREE ZONE (OFZ)
RUNWAY OBJECT FREE AREA (ROFA)
RUNWAY PROTECTION ZONE (RPZ)
BUILDING RESTRICTION LINE (BRL)
TAXIWAY SAFETY AREA (TSA)
TAXIWAY OBJECT FREE AREA (TOFA)
AIRPORT BEACON
ROADS
MARKINGS
FENCING
TO BE REMOVED
HELICOPTER PARKING
ACCESS GATE
AIRPORT FACILITIES LIST
NO. FACILITY DESCRIPTION TOP ELEV. (MSL-EST.)
1 TERMINAL BUILDING 3730'
2 BOX HANGARS 3736'
3 AIRPORT / AUTOMOBILE PARKING -
4 FUEL FARM 3724'
5 AIRCRAFT PARKING -
6 SRE BUILDING 3728'
7 ELECTRICAL VAULT 3728'
8 GARAGE / STORAGE 3720'
9 BEACON 3757'
10 FAA DME FACILITY 3751'
14 HELICOPTER PARKING AREA -
15 AIRCRAFT PARKING HARD STAND -
EXISTING
FUTURE
AERONAUTICAL SURVEY PERFORMED 09/27/18 BY WOOLPERT, Inc.
LOC ID - L92
AIRPORT ACCESS ROAD (E)(F)
HANGAR DEVELOPMENT ACCESS ROAD (F)
RETAINING WALL (F)
6' CHAIN LINK TERMINAL AREA FENCING WITH TORTOISE EXCLUSION SKIRT (E)
CATTLE GUARD (E)
16' AIRPORT ACCESS SLIDE GATE (E)
TAXIWAY SHOULDER 15'
TAXIWAY A (F)
TESM 7.5'
TW A3 (F)
TW A3 (E)
TW A4 (F)
RUNWAY 14/32 (4,360' X 60')(E), (5,600' x 75')(F)
APRON (E) AREA = 93,770 S.F.
APRON (F) AREA = 3,900 S.F.
AIRPORT FENCE (F)
AIRPORT FENCE (E)
GKEHLER



PART 77 SURFACE	ITEM No.	DESCRIPTION	ELEVATION (MSL)(FEET)	ESTIMATED TOP ELEVATION (MSL)(FEET)	PENETRATION (FEET)	REMARKS
PRIMARY	A1	**BRUSH	3768	3775	+14	SEE NOTE 1
	A2	**FENCE	3767	3774	+15	SEE NOTE 1
	A3	**TERRAIN	3760	3769	+9	SEE NOTE 1
	A4	**TERRAIN	3796	3796	+6	SEE NOTE 1
	A5	**TERRAIN	3734	3734	+4	SEE NOTE 1
	A6	**TERRAIN	3730	3730	+5	SEE NOTE 1
	A7	**TERRAIN	3719	3719	+5	SEE NOTE 1
	A8	*AIRFIELD LIGHT	3723	3724	+1	SEE NOTE 1
	A9	**BRUSH	3723	3734	+9	SEE NOTE 1
	A10	**BRUSH	3721	3738	+10	SEE NOTE 1
	A11	**BRUSH	3732	3742	+7	SEE NOTE 1
	A12	**BRUSH	3745	3756	+9	SEE NOTE 1
	A13	**BRUSH	3747	3755	+5	SEE NOTE 1
	A14	*AIRFIELD SIGN	3755	3759	+5	SEE NOTE 1
	A15	*TERRAIN	3717	3716	+8	SEE NOTE 1
APPROACH	A(2)	*TERRAIN	3920	3930	+1	SEE NOTE 1
	A(3)	*ROAD	3915	3930	NONE	N/A
	A(4)	*ROAD	3803	3819	NONE	N/A
	A(5)	*ROAD	3833	3849	NONE	N/A
	A(6)	**UTILITY POLE	3810	3837	NONE	N/A
	A(7)	**UTILITY POLE	3823	3847	NONE	N/A
	A(8)	**UTILITY POLE	3840	3862	NONE	N/A
	A(9)	**UTILITY POLE	3847	3878	NONE	N/A
	A(10)	*ROAD	3712	3728	+2	SEE NOTE 1
	A(11)	*ROAD	3715	3731	+2	SEE NOTE 1
	A(12)	*ROAD	3699	3716	NONE	N/A
	A(13)	TERRAIN	3695	3705	NONE	N/A
7:1 TRANSITIONAL	B	*LIGHTED WIND CONE	3764	3742	+22	SEE NOTE 1
	B	**BEACON	3721	3752	+1	SEE NOTE 1
	B	**TERRAIN	3744	3744	+6	SEE NOTE 1
	B	**TERRAIN	3790	3790	+5	SEE NOTE 1
	B	**TERRAIN	3760	3760	+2	SEE NOTE 1
	B	**TERRAIN	3765	3765	+6	SEE NOTE 1
	B	**FENCE	3768	3774	+14	SEE NOTE 1
	B	**TERRAIN	3716	3716	+11	SEE NOTE 1
	B	**TERRAIN	3727	3727	+13	SEE NOTE 1
HORIZONTAL	C	**UTILITY POLE	3603	3636	+22	SEE NOTE 1
	C	**TERRAIN	4330	4330	+410'	SEE NOTE 1
	C	**UTILITY POLE	3920	3943	+26	SEE NOTE 1
	C	**UTILITY POLE	3930	3953	+36	SEE NOTE 1
	C	**UTILITY POLE	3946	3969	+52	SEE NOTE 1
	C	**TERRAIN	5181	5181	+1091	SEE NOTE 1
20:1 CONICAL	D					

NOTE:
1. SURFACE PENETRATIONS: LOWER, MARK AND LIGHT, REMOVE OR TAKE APPROPRIATE ACTION PER FAA FLIGHT PROCEDURES OFFICE DETERMINATIONS.
2. SEE INNER APPROACH DRAWINGS FOR OBSTRUCTIONS IN RPZ.
4. * TOP ELEVATIONS ESTIMATED FROM 30m DEM.
5. ** TOP ELEVATION OBTAINED FROM SURVEY BY: WOOLPERT, Inc. DATED 09/27/18.
6. *** OBJECT PENETRATIONS WERE IDENTIFIED USING THE FAA OE/AAA DATABASE.
7. AIRPORT ELEVATION: 3767.0'

A. REFER TO "INNER PORTION OF THE APPROACH SURFACE" DRAWINGS FOR DETAILS ON ANY CLOSE-IN APPROACH OBSTRUCTIONS.
B. AN FAA FORM 7460-1, "NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION" MUST BE SUBMITTED FOR ANY CONSTRUCTION OR ALTERATION (INCLUDING HANGARS AND OTHER ON-AIRPORT AND OFF-AIRPORT STRUCTURES, TOWERS, ETC.) WITHIN 20,000 HORIZONTAL FEET OF THE AIRPORT RUNWAY AT A HEIGHT THAN AN IMAGINARY SURFACE EXTENDING OUTWARD AND UPWARD FROM THE RUNWAY AT A SLOPE OF 100 TO 1 (100 FEET IN HEIGHT THAN 200 FEET ABOVE GROUND LEVEL.
C. APPROACH SURFACES BASED ON ULTIMATE CONDITION.
D. OBSTRUCTION INFORMATION WAS DETERMINED USING PREVIOUS OBSTRUCTION SURVEY INFORMATION AND AN INQUIRY OF THE FAA OE/AAA DATABASE.

No.	ACI No.	Date	Revision / Description	File	Dwn.	Chkd.	MLT	GWK	Apprvd.
0	186450	01/2021	ORIGINAL ISSUE	64505O4	GWK				

APPENDIX C | LEGAL & INSURANCE INFORMATION

Insurance Coverage

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No. Ext):** 770.670.5324 **FAX (A/C, No):** 770.670.5324 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED HWLOCHNE H.W. Lochner, Inc. 225 W. Washington Street, 12th Floor Chicago, IL 60606	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Continental Insurance Company — 35289 **INSURER B :** National Fire Insurance Co of Hartford — 20478 **INSURER C :** American Casualty Co of Reading, PA — 20427 **INSURER D :** Lloyd's of London — 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 411043913 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			7092014905	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			7091863062	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE [ ] DED X RETENTION $ 10,000			7092036547	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7092004665 (AOS) 7092009168 (CA)	5/1/2024 5/1/2024	5/1/2025 5/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability incl. Pollution Liability			B0146LDUSA2405260	5/1/2024	5/1/2025	Per Claim Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gregg Bodenhamer

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Litigation

The table below outlines Lochner's recent litigation history.

Matter	Location	Claim	Status	Date of Claim	Claimant
Simi Altaf Kasowadia et al. v. Lochner et al.	TX	Wrongful death against multiple defendants	Settled with no admission of liability	4/5/2022	Third Party: Estate of decedent
OC 405 v. PI405	CA	Breach of Contract against design joint venture (Lochner is a party to the joint venture)	Dispute ongoing	12/21/2022	Design-Build Contractor Joint Venture
OC405 v. PI405	CA	Indemnity claim against joint venture (Lochner did not design drainage at issue) related to drainage	Dispute ongoing	4/15/2021	Design-Build Contractor Joint Venture
Hancock et al. v. Lochner et al. (MVC fatality)	UT	Wrongful death against multiple defendants	Stipulated dismissal with no admission of liability	11/2023	Third Party: Estate of decedent
Fernandez et al. v. Lochner et al. (SR 138)	UT	Wrongful death against multiple defendants	Stipulated dismissal with no admission of liability	11/6/2023	Third Party: Estate of decedent
Fereday v. Lochner et al.	TX	Wrongful death against multiple defendants (CEI)	Dispute ongoing	11/16/2023	Third Party: Estate of decedent
Perrault v. Lochner et al.	IL	Personal Injury (traffic control/signage)	Settled with no admission of liability	12/12/2023	Third Party: Parent of minor child
Austin Bridge & Road v. Lochner et al.	TX	CEI Indemnity related to personal injury	Dispute ongoing	5/9/2024	Defendant/ General Contractor
Bowling v. Lochner et al. (Condemnation)	KY	Third Party Complaint: response to condemnation action	Case dismissed; appeal pending	4/30/2024	Defendant/ landowner
OC405 v. PI405	CA	Third Party Complaint: Personal Injury/indemnity against multiple defendants (traffic control)	Dispute ongoing	4/18/2024	Design-Build contractor joint venture
Corea v. Lochner (auto collision)	FL	Personal Injury	Settled with no admission of liability	1/9/2024	Third party: driver
DNCC v. Lochner (Bell Shoals)	FL	Breach of Contract—CEI	Dispute ongoing	6/19/2024	Contractor
Alkhdour v. Lorig	IL	Workers Comp/Personal Injury/Third Party Contribution	Dispute ongoing	8/13/2024	Contractor

Conflict of Interest

N/A. Lochner does not have any potential conflicts of interest related to Lyon County projects at the Silver Springs Airport.



SUBMITTED BY
Lochner

1575 Delucchi Lane, Suite 219
Reno, NV 89502

Contact: Matt Tomasson | 602.903.5028

Lochner

Lyon County

REQUEST FOR QUALIFICATIONS (RFQ)

No. RFQ-2025-02

Instructions for Submitting Statement of Qualifications for Professional Services Agreement (PSA) to Include:

Planning Services for the Silver Springs Airport (SPZ)

in

Lyon County, Nevada

Gavin Henderson

Community Development Director

Date: February 24, 2025

For: Professional Services Agreement for Planning Services

Issued by: Lyon County

Application Period Open: Monday, February 24, 2025

Response Deadline: Friday, March 14th, 2025, by 5:00 PM (PST)

I. Introduction

Lyon County, Nevada as Sponsor of a public use airport facility invites qualified firms to submit Statement of Qualifications to provide Planning Services and related incidental special services for the Silver Springs Airport (SPZ). This RFQ seeks firms with expertise in airport planning, FAA compliance, environmental assessments, and related services.

II. Project Background

Silver Springs Airport (SPZ) is a general aviation airport located at 1991 HWY 50, Silver Springs, NV. Lyon County seeks to implement improvements to accommodate existing and future aviation demand. The airport has one runway that extends approximately 6,001 feet in length and 75 feet in width and one taxi way, approximately 6,480 feet in length and 35 feet in width.

III. Scope of Work

1. Airport Planning and Development

- Conduct airport planning efforts to evaluate existing facilities and identify potential hangar and development sites.
- Update the Airport Layout Plan (ALP) as necessary to reflect current and future development needs.
- Develop Master Plan Document(s) in compliance with FAA AC 150/571-6B to guide the airport's long-term growth and operations.

2. Environmental Assessment and Compliance

- Facilitate environmental assessments to ensure compliance with federal, state, and local standards, including:
    - **National Environmental Policy Act (NEPA):** Prepare Environmental Impact Statements (EIS) or Environmental Assessments (EA) as needed.
    - **Endangered Species Act (ESA):** Assess impacts on local habitats and endangered species.
    - **Clean Water Act (CWA):** Address impacts on waterways, wetlands, and water quality, securing Section 404 permits if necessary.
    - **National Historic Preservation Act (NHPA):** Identify and mitigate impacts on historic or cultural resources in coordination with the State Historic Preservation Office (SHPO).

- Prepare and submit all required environmental documentation to the FAA and relevant agencies to secure clearances.

3. Permitting Assistance

- Assist in obtaining necessary federal, state, and local permits for planning projects.
- Ensure compliance with FAA permitting requirements to facilitate smooth project execution.

4. Coordination and Stakeholder Engagement

- Collaborate with Lyon County, the FAA, and airport management to ensure all work aligns with airport goals and complies with FAA regulations.
- Facilitate stakeholder input and community engagement to ensure transparency and consensus in planning initiatives.

5. Grant Procurement Services

- Identify, apply for, and manage grants for airport planning projects, with a focus on FAA Airport Improvement Program (AIP) grants and other funding opportunities.
- Prepare grant applications, ensuring compliance with requirements, and provide management of awarded grants, including tracking progress, monitoring budgets, and preparing status reports.
- Coordinate with stakeholders to align grant applications with airport priorities.

IV. Submission Requirements

Submissions shall include the following information:

1. Cover Letter:

- Summarize the firm's interest in the project and highlight relevant experience.
- Provide the name, title, and contact information of the primary contact person.

2. Firm Qualifications:

- Provide a brief overview of the firm, including its size, areas of expertise, and history in providing airport planning services.
- Highlight the firm's experience specifically related to airport planning activities, including:
    - Airport master planning and long-term development strategies.
    - Site planning for hangar construction, taxiway configurations, and apron areas.
    - Ensuring compliance with FAA regulatory standards, including airfield safety and operational requirements.
    - Conducting environmental studies to meet NEPA requirements and other related compliance regulations.

- Include any relevant certifications, licenses, and professional affiliations related to airport planning.

3. Team Composition

- Identify key personnel assigned to this project, emphasizing their qualifications and relevant experience in airport planning, including airfield design, hangar planning, and other planning-related activities.
- Provide resumes for key team members (which may be included as an appendix, also not included in total page limit).
- Include an organizational chart that outlines the team structure, individual roles, availability, and tenure with the firm.

4. Approach and Methodology

- Describe the firm's methodology for performing the planning scope of services, including:
    - Planning and site layout for hangars, taxiways, aprons, and support facilities.
    - Conducting planning-level reviews and assessments to ensure compliance with FAA regulations and airfield safety standards.
    - Implementing planning processes for environmental reviews to meet NEPA and other relevant regulatory standards.
- Detail the firm's approach to quality control for planning activities, timeline management, and coordination with stakeholders to ensure efficient planning and execution of the project.

5. References:

- Provide at least three references from clients for whom similar services have been performed.
- Include the name, title, organization, phone number, and email address for each reference.
- Summarize the scope of services provided for each reference.

6. Sample Work Products:

- Provide examples of relevant deliverables related to airport planning, such as airport master planning documents, site layout plans for hangars and taxiways, environmental planning reports, and FAA compliance assessments.
- Attach sample work products related to airport planning as an appendix (not included in the total page limit).

8. Legal and Insurance Information:

- Provide information on the firm's insurance coverage, including general liability, professional liability, and worker's compensation.
- Include a statement regarding any past or pending litigation involving the firm.
- Please identify any potential conflicts of interest related to Lyon County projects at the Silver Springs Airport. Disclose any relationships with developers, property owners, or entities that could impact impartiality. Explain how the firm will manage or mitigate these conflicts to ensure unbiased services to Lyon County.

****Submissions for Statements of Qualifications shall be a maximum of twelve (12) pages.****

IV. Selection Criteria

Submissions will be evaluated based on the following criteria for a maximum score of 20 Points:

1. Firm's Experience and Qualifications (5 Points Maximum)

- Demonstrated experience providing planning services for airports, including:
    - Development of airport master plans, site improvement plans, and layouts for facilities such as hangars, aprons, taxiways, and terminal areas.
    - Conducting environmental and floodplain management assessments that comply with FAA and NEPA standards.
    - Preparation and coordination of long-term development strategies for airport growth and expansion.
    - Planning for infrastructure and land use surrounding airport operations to optimize land utilization and operational efficiency.
    - Evaluation of current and future transportation networks related to airport access, including roadways, public transportation options, and multimodal connections.
    - Identifying opportunities for environmental sustainability in airport operations, including green building designs, stormwater management, and energy-efficient planning practices.
- Relevant certifications, licenses, and professional affiliations applicable to airport planning.
- Quality and relevance of sample work products, including previous airport planning-related deliverables.

2. Experience and Qualifications of Key Personnel (5 Points Maximum)

- Relevant experience and qualifications of key personnel assigned to this project, including expertise in:
    - Airport planning, including land use, zoning, and facility layout to optimize operational efficiency and expansion potential.
    - Airport planning of airport-specific infrastructure, such as airfield layouts, taxiways, hangars, and terminal areas.

    - Planning and coordination for environmental compliance with FAA, NEPA, and other relevant regulations regarding airport development projects.
    - Developing and maintaining long-term sustainability strategies for airport operations, including environmental assessments and resource management.
- Appropriateness of the proposed team structure, highlighting clear roles and responsibilities for each team member in delivering planning-related services.
- Quality and relevance of resumes provided for key personnel, demonstrating expertise in airport planning.

3. Approach and Methodology (5 Points Maximum)

- Thoroughness and feasibility of the proposed approach to performing the required scope of airport planning services, including:
    - Comprehensive evaluations and planning for existing and proposed airport facilities, focusing on hangar placement, taxiway alignment, apron configuration, and other essential airfield infrastructure.
    - Strategic planning for infrastructure development, ensuring that planning documents for hangars, taxiways, aprons, and related facilities meet long-term operational capacity needs while complying with FAA guidelines and airport layout standards.
    - Environmental impact assessments specific to airport planning, ensuring compliance with FAA regulations, NEPA standards, and state/local environmental requirements, including the identification of potential impacts on airfield operations, local wildlife, and surrounding areas.
- Quality control measures tailored to ensure that all airport planning deliverables adhere to FAA design criteria, airport master planning standards, and industry best practices.
- Strategies for clear and effective communication and coordination with Lyon County, airport stakeholders, regulatory agencies (e.g., FAA), and community groups to ensure the planning process meets all regulatory and operational requirements and addresses potential challenges early in the planning phase.

4. References (5 Points Maximum)

- Strength and relevance of references provided from previous clients with similar airport planning project experience.
- Feedback from references regarding the firm's quality of services, timeliness, and ability to meet project objectives.

V. Submission Instructions

Please submit five (3) hardcopies and one (1) electronic copy (external thumb drive) of each Statement of Qualifications to Gavin Henderson acting as the Lyon County Statement of Qualifications Solicitation Coordinator, at the following address no later than **Friday, March 14th, 2025, by 5:00 PM (PST).**

Proposals must be submitted by 5:00 pm on Friday, March 14th, 2025 to the following address:

Lyon County
Attn: Gavin Henderson
Lyon County Clerk/Treasurer Office
27 S. Main Street
Yerington, NV, 89447

****Proposals received after the deadline will not be considered.****

VI. Questions and Clarifications

All questions regarding this RFQ must be submitted to Gavin Henderson at ghenderson@lyon-county.org by 5:00 pm (PST) on **Monday, March 10th, 2025.** Responses to all questions will be provided to all prospective applicants.

VII. Terms and Conditions

1. Submission Deadline:

- All responses to this RFQ must be received no later than **Friday, March 14th , 2025, by 5:00 PM (PST)**
- Late submissions will not be considered.

2. Cost of Submission:

- Lyon County is not responsible for any costs incurred by respondents in preparing or submitting their qualifications.

3. Clarifications and Amendments:

- Any questions or requests for clarification must be submitted in writing or email to Gavin Henderson at ghenderson@lyon-county.org by 5:00 pm (PST) on **Monday, March 10th, 2025.** The County will issue responses to all inquiries and, if necessary, will issue amendments to the RFQ. These amendments will be provided to all known recipients of the RFQ and posted on Lyon County's website.

  Applicable NRS: NRS 332.065 (Amendments to the solicitation documents)

4. Confidentiality:

- All materials submitted in response to this RFQ will become the property of the County and may be subject to public disclosure under applicable law.

Applicable NRS: NRS 239.010 (Public Records Law)

5. ***Right to Reject:***

- The County reserves the right to reject any and all submissions, to waive any minor irregularities in submissions, and to request clarification of information from any respondent.

Applicable NRS: NRS 332.075 (Right to reject all bids or proposals)

6. Evaluation and Selection:

- The County will evaluate submissions based on the criteria outlined in this RFQ. The County may conduct interviews with selected respondents as part of the evaluation process.

Applicable NRS: NRS 332.115(1)(b) (Professional services selection)

7. ***No Obligation to Contract:***

- This RFQ does not obligate the Lyon County to award a contract or complete the project, and the Lyon County reserves the right to cancel the solicitation if it is considered to be in Lyon County's best interest.

Applicable NRS: NRS 332.075 (Right to reject all bids or proposals)

8. Proprietary Information:

- If a respondent believes that any portion of their submission is proprietary or confidential, they should clearly mark that portion of the submission. Lyon County will make reasonable efforts to protect such information but cannot guarantee confidentiality.

Applicable NRS: NRS 332.061 (Confidentiality of proprietary information)

9. Insurance Requirements:

- The selected firm will be required to provide evidence of insurance coverage as specified by the County, including but not limited to general liability, professional liability, and workers' compensation insurance.

Applicable NRS: NRS 41.0305 to NRS 41.039 (Insurance requirements for public entities).

10. Contract Negotiations:

- The County will negotiate the terms and conditions of the Master Services Agreement with the selected firm. If the County and the selected firm cannot agree on the terms, the County may choose to negotiate with another respondent.

Applicable NRS: NRS 332.115 (Professional services selection)

11. Compliance with Laws:

- Respondents must comply with all applicable federal, state, and local laws, regulations, and ordinances.

Applicable NRS: NRS 625 (Professional Engineers and Land Surveyors)

12. Conflict of Interest:

- Respondents must disclose any potential conflicts of interest that may arise from their participation in this RFQ process or their performance of the contract.

Applicable NRS: NRS 281A (Nevada Ethics in Government Law)

13. Withdrawal of Submission:

- Respondents may withdraw their submission at any time before the submission deadline by providing a written request to [Contact Person].

14. Addenda and Interpretations:

- The County may issue addenda to the RFQ to clarify, correct, or change the RFQ terms. Respondents are responsible for ensuring they have received all addenda before submitting their qualifications.

Applicable NRS: NRS 332.065 (Amendments to the solicitation documents)

VIII. Schedule

- Advertisement Start Date: **Monday, February 24th , 2024**
- Application Period Opens: **Monday, February 24th , 2024**
- Clarifications/Amendments Deadline: **Monday, March 10th, 2025 by 5:00 pm**
- Submittal Due Date: **Friday, March 14th, 2025, by 5:00 PM (PST)**
- Evaluation Period: **Monday, March 17th, 2025, through Friday, March 21st, 2025**
- Staff Scoring Due Date: **Monday, March 24th, 2025**
- Board of County Commissioners Approval of Selection: **Thursday, April 3rd, 2025**

IX. Conclusion

Lyon County is dedicated to advancing the development of Silver Springs Airport through innovative and effective planning solutions established in conjunction with a selected qualified firm. We look forward to reviewing your proposals and collaborating to achieve the airport's infrastructure and operational goals.

LYON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING • DEVELOPMENT ENGINEERING • PLANNING

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

34 LAKES BOULEVARD
DAYTON, NEVADA 89403

REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL SERVICES AGREEMENT FOR AIRPORT PLANNING SERVICES

Lyon County is seeking qualified firms to submit qualifications for a Professional Services Agreement (PSA) for Airport Planning Services for the Silver Springs Airport (SPZ).

The purpose of the Professional Services Agreement (PSA) is to select a highly qualified firm capable of providing specialized services in support of Lyon County's Community Development Department and other associated department's pertaining to the Silver Springs Airport. These services are related to Planning Services and correlated incidental special services for the Silver Springs Airport (SPZ).

Scope of Services

Lyon County invites qualified firms to provide specialized services for the Silver Springs Airport, including:

1. **Airport Planning and Development**

- Conduct airport planning efforts to evaluate existing facilities and identify potential hangar and development sites.
- Update the Airport Layout Plan (ALP) as necessary to reflect current and future development needs.
- Develop Master Plan Document(s) in compliance with FAA AC 150/571-6B to guide the airport's long-term growth and operations.

2. **Environmental Assessment and Compliance**

- Facilitate environmental assessments to ensure compliance with federal, state, and local standards, including:
  - **National Environmental Policy Act (NEPA):** Prepare Environmental Impact Statements (EIS) or Environmental Assessments (EA) as needed.
  - **Endangered Species Act (ESA):** Assess impacts on local habitats and endangered species.
  - **Clean Water Act (CWA):** Address impacts on waterways, wetlands, and water quality, securing Section 404 permits if necessary.
  - **National Historic Preservation Act (NHPA):** Identify and mitigate impacts on historic or cultural resources in coordination with the State Historic Preservation Office (SHPO).
- Prepare and submit all required environmental documentation to the FAA and relevant agencies to secure clearances.

3. **Permitting Assistance**

- Assist in obtaining necessary federal, state, and local permits for planning projects.
- Ensure compliance with FAA permitting requirements to facilitate smooth project execution.

4. **Coordination and Stakeholder Engagement**

- Collaborate with Lyon County, the FAA, and airport management to ensure all work aligns with airport goals and complies with FAA regulations.
- Facilitate stakeholder input and community engagement to ensure transparency and consensus in planning initiatives.

5. **Grant Procurement Services**

- Identify, apply for, and manage grants for airport planning projects, with a focus on FAA Airport Improvement Program (AIP) grants and other funding opportunities.
- Prepare grant applications, ensuring compliance with requirements, and provide management of awarded grants, including tracking progress, monitoring budgets, and preparing status reports.
- Coordinate with stakeholders to align grant applications with airport priorities.

Important Dates

- Advertisement Start Date: **Monday, February 24th , 2024**
- Application Period Opens: **Monday, February 24th , 2024**
- Clarifications/Amendments Deadline: **Monday, March 10th, 2025 by 5:00 pm**
- Submittal Due Date: **Friday, March 14th, 2025, by 5:00 PM (PST)**
- Evaluation Period: **Monday, March 17th, 2025, through Friday, March 21st, 2025**
- Staff Scoring Due Date: **Monday, March 24th, 2025**
- Board of County Commissioners Approval of Selection: **Thursday, April 3rd, 2025**

Submission Details

Qualified firms must submit their qualifications by **Friday, March 14th, 2025, by 5:00 PM (PST)**. ***Late submissions shall not be accepted.*** Please reference Lyon County Request for Qualifications: Instructions for Submitting Statement of Qualifications related to the Professional Service Agreement for Airport Planning Services for the Silver Springs Airport (SPZ). The reference shall be posted on the Lyon County Website (lyon-county.org).

Contact Information

For more question or comments related to RFQ documents, please contact:

Gavin Henderson
Director
Lyon County Community Development
Email: ghenderson@lyon-county.org
Phone: 775-463-6592

Submission

Please submit five (3) hardcopies and one (1) electronic copy (external thumb drive) of each Statement of Qualifications to Gavin Henderson acting as the Lyon County Statement of Qualifications Solicitation Coordinator, at the following address no later than Friday, March 14th, 2025, by 5:00 PM (PST).

Proposals must be submitted by 5:00 pm on Friday, March 14th, 2025 to the following address:

Lyon County
Attn: Gavin Henderson
Lyon County Clerk/Treasurer Office
27 S. Main Street
Yerington, NV, 89447

Disclaimer: Lyon County reserves the right to reject any or all submissions, to waive any informality in the RFQ process, and to select the firm(s) that are deemed to be in the best interest of the County.

17.c Late Backup

Community Development Department

Professional Services Agreement Planning – Silver Springs Airport

Board of County Commissioners

April 3, 2025

Community Development Department

Request for Qualifications (RFQ) Overview

- **Scope of Services:**
  - The RFQ was issued by the Community Development Department to establish a pool of qualified firms for:
    - **Airport Planning & Development**
      - Evaluate existing facilities and identify potential hangar/development sites
      - Update Airport Layout Plan (ALP) for future development needs
      - Develop Master Plan Documents in compliance with FAA regulations
    - **Environmental Assessment & Compliance**
      - Conduct environmental assessments (NEPA, ESA, CWA, NHPA)
      - Prepare necessary documentation for FAA clearances
    - **Permitting Assistance**
      - Assist in obtaining federal, state, and local permits
      - Ensure compliance with FAA permitting requirements
    - **Coordination & Stakeholder Engagement**
      - Collaborate with Lyon County, FAA, and airport management
      - Facilitate community engagement for transparency and consensus
    - **Grant Procurement Services**
      - Identify and apply for funding (FAA AIP and other grants)
      - Manage grants, track progress, and align with airport priorities
- **Importance:**
  - Ensure compliance with County and FAA policies and standards, enhance public safety, and support the long-term development and operational efficiency of the Silver Springs Airport (SPZ).

Evaluation Summary

Evaluation Summary:

- The firm was evaluated on experience, key personnel, methodology, and references.

Results:

- **1st: Lochner (58 Points)**

Request for Qualfications (RFQ) Total Scores and Ranking						
Firm Name	Firm Experience and Qualifications (Total Points)	Experience and Qualifications of Key Personnel (Total Points)	Approach and Methodology (Total Points)	References (Total Points)	Total Scores	Rank
Lochner	15	15	15	15	60	1

Staff Recommendation

- **Recommended Motion:**
  - ***Motion to approve the selection of <u>Lochner</u> for the Professional Services Agreement related to planning services for the Silver Springs Airport (SPZ), and authorize staff to negotiate and finalize the agreement, subject to review and approval by the Lyon County Board of Commissioners.***

Questions?



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
17.d

Subject:
For Possible Action: Approve Task Order "G" as an addendum to the Airport Improvement Plan (AIP) Project Number 3-32-0023-023-2023 for the Rehabilitation of Taxiway "A" located at the Silver Springs Airport in an amount not to exceed $23,790, with a County match of $1,190.

Summary:

Financial Department Comments:
The match is budgeted in the Capital Improvement Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS
- AIP - 3-32-0023-023-2023 - ORIGINAL
- AIP - 3-32-0023-023-2023 - Addendum - Task Order G

TASK ORDER C
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED March 1 **, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

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

~~Andrew Haskin, County Manager~~
Dave Hockaday, Chair
Board of Commissioners

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Christopher S. Nocks, Principal
Dennis Corsi, Vice President - Area Manager

SCOPE OF WORK
SILVER SPRINGS AIRPORT
AIP NO. 3-32-0023-0XX-2023

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.

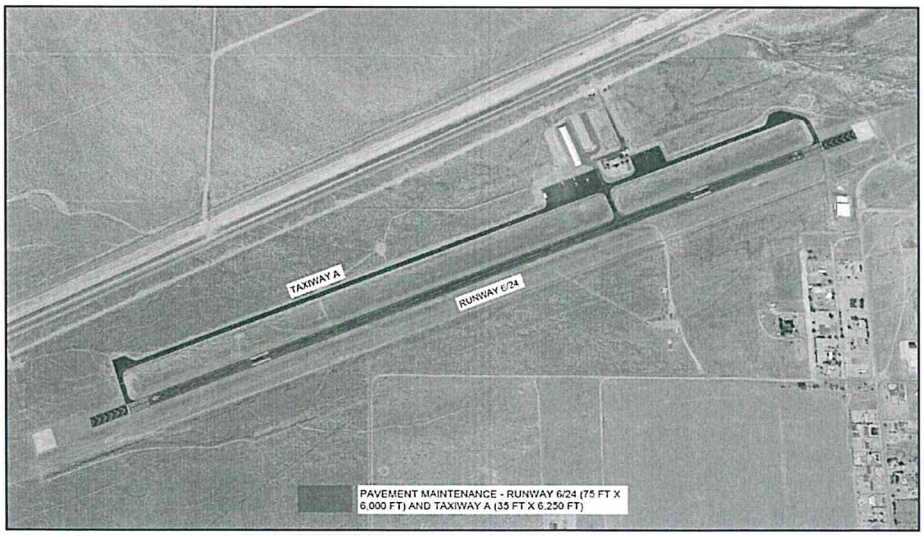
   1.3. New pavement markings will be designed to meet FAA standards as outlined in AC 150/5340-1M and to match existing marking layout which includes striated markings. Type I, Gradation A glass beads will be specified for the painted surfaces.

   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[1]

Note[1]: 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.



PROJECT SKETCH

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.

4. Prepare final Scope of Work and Contract.

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.

	DESCRIPTION	ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Pavement Maintenance and Crack Sealing Layout	3 Sheets
d	Marking Layout and Details	4 Sheets
e	Construction Safety and Phasing Plan	1 Sheets
	TOTAL SHEET COUNT	**10 Sheets**

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.

3. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans, complete with all addenda.

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.

3. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

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.

ADDENDUM 1
TASK ORDER G
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

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 Taxiway A

4. **FEES** - The fees will be as noted below. (All lump sums)

   Original Task Order G Total $73,980.00

Addendum 1 Additional Services:	
Bidding Services	$4,150.00
Construction Period Services	
Construction Administration	$4,650.00
Construction Inspection	$12,610.00
Project Closeout	$2,380.00
Addendum 1 Total:	**$23,790.00**
Revised Task Order G Total	**$97,770.00**

5. **ATTACHMENTS** - Required Contact Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
LYON COUNTY

_____
Andrew Haskin, County Manager

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

_____
Erik Vliek, Business Manager

ADDENDUM 1 – TASK ORDER G
SILVER SPRINGS AIRPORT
AIP NO. 3-32-0023-0XX-2025

ELEMENT #1 PAVEMENT MAINTENANCE OF TAXIWAY A [BID & CONST.]

1. This work element includes the bidding and construction period services associated with major crack repair and marking touch up of Taxiway A at Silver Springs Airport.

    1.1. This project was originally designed and bid in 2023 and was nearly completed in 2024 but due to a shortage in crack repair materials, the taxiway portion was not completed. Most of the runway was completed, but requires a relatively small quantity of major crack repair to finish filling the cracks through the whole runway pavement surface area.

    1.2. This scope amendment is intended to provide additional funding to cover the efforts for bidding this separate portion of the project, inspection, and additional administrative tasks associated with construction.

    1.3. Otherwise, the scope of work, as presented in Task Order G, remains the same.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
18.a

Subject:
For Possible Action: Approve the adoption of a Lyon County Lobbying Policy and the associated 2025 Legislative Principles for the 83rd Session of the Nevada Legislature.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- Lyon County Employee Lobbying Policy
- 2025 Legislative Principles Final

	LYON COUNTY ADMINISTRATIVE POLICIES AND PROCEDURES	
TOPIC: LOBBYING		NUMBER: 5-1
EFFECTIVE:	REVISED:	REVIEWED:
REFERENCE:		
POLICY CUSTODIAN: GOVERNMENT AFFAIRS DIRECTOR		

Lyon County Employee Lobbying Policy: State Legislature

I. Policy Overview Lyon County recognizes the importance of participating in Nevada's legislative process to support the security and welfare of its residents. This policy provides guidelines and requirements for county officers, employees, and contract lobbyists engaging in legislative and lobbying activities on behalf of Lyon County.

a. Intent: The intent of this policy is to:

1. Establish consistent procedures for appropriate lobbying at the state legislature.
2. Outline state and county lobbying reporting requirements.
3. Ensure coordinated and effective lobbying activities by Lyon County representatives.

b. Definitions: For the purpose of this policy, the following definitions apply:

1. **"Board"** refers to the Lyon County Board of Commissioners.
2. **"County officer"** includes any elected or appointed official of Lyon County.
3. **"County employee"** refers to any individual employed by Lyon County.
4. **"Board, commission, or task force member"** is any individual appointed by the Lyon County Commission.
5. **"Contract lobbyist"** refers to any individual or firm contracted by Lyon County for legislative lobbying services.
6. **"County lobbyist"** includes any county officer, employee, or contract lobbyist who: a. Appears at legislative venues to influence legislative action on behalf of Lyon County. b. Communicates directly with legislators on behalf of Lyon County. Elected officials of the State of Nevada and its political subdivisions, as well as federal officials or representatives, are exempt from lobbyist registration if their lobbying activities are confined to issues directly related to the scope of the office they hold.
7. **"County issue expert"** is a county officer or employee who provides expert testimony at legislative hearings upon request and does not engage in general lobbying activities.
8. **"Government Affairs Director"** is the designated Lyon County Government Affairs Liaison overseeing legislative activities.
9. **"County Lobby Team"** includes all county representatives registered as lobbyists.
10. **"Legislative action"** refers to any official activity related to bills, resolutions, nominations, and legislative reports.

II. Lyon County Lobbying Policy: State Legislature

A. When representing Lyon County before the Nevada State Legislature, its committees, or individual legislators, a County lobbyist, employee, or contract lobbyist must:

1. Obtain approval from the County Manager or designee before registering as a lobbyist.
2. Report all legislative activities to the Government Affairs Director.
3. Provide the Government Affairs Director with copies of correspondence, testimony, and exhibits presented on behalf of Lyon County.
4. File monthly lobbying expense reports with the Government Affairs Director and the State of Nevada.
5. Align all lobbying positions with Board-approved policies or County Manager directives.
6. Coordinate media interactions related to legislative activities through the Government Affairs Director.
7. When lobbying as a member of a professional association, explicitly state that they are not representing Lyon County unless authorized.
8. Avoid advocating positions that conflict with Lyon County Board policies if the county funds the professional association membership.

B. Elected officials of the State of Nevada and its political subdivisions, as well as federal officials or representatives, are exempt from lobbyist registration if their lobbying activities are confined to issues directly related to the scope of the office they hold. Lyon County elected officials are encouraged to collaborate and align their advocacy efforts with broader County priorities.

C. Members of boards, commissions, or task forces appointed by the Lyon County Board of Commissioners may not represent Lyon County before the legislature without prior authorization.

D. County officers and employees may not receive outside compensation for lobbying unless permitted by law.

III. Registration and Expense Reporting Procedures

1. **Lobbyist Registration:**
    - Employees and officers intending to lobby must register with the Legislative Counsel Bureau, if required.
    - Registration fees for official county lobbyists are covered through the Government Affairs Program.
2. **Monthly Expenditure Reports and End of Session Reports:**
    - All registered lobbyists must file monthly expenditure reports during legislative sessions.
    - Final reports must be submitted within 30 days after session conclusion.

    - Late filings incur penalties under NRS 218H.410, which are the responsibility of the individual lobbyist.
3. **Expense Reimbursement:**
    - All legislative expenses and reimbursements must comply with Lyon County policies and procedures.

IV. Obligations County officials, employees, and contract lobbyists acting on behalf of Lyon County must:

- Adhere to all Lyon County policies and codes.
- Comply with applicable Nevada laws and regulations.
- Follow all Nevada legislative policies.

For questions regarding this policy, contact the Government Affairs Director.

Lyon County 2025 State Legislative Principles

Lyon County is committed to advancing policies that support effective governance, fiscal responsibility, public safety, emergency management, infrastructure, and quality of life for its residents. The 2025 Lyon County State Legislative Principles provide guidance to staff, lobbyists and elected officials in representing the County before the Nevada Legislature and provides a means to advance and protect the County's interests on issues at the state level. These guiding principles to address legislative, regulatory, administrative and fiscal impact issues that may arise during the legislative session while also providing flexibility so that the County Manager, the Government Affairs Director, elected officials, other appointed officials and contracted legislative representatives may be proactive and respond quickly legislation affecting Lyon County during Nevada's biennial legislative process. These principles are intended to support Lyon County's vision of sustaining, strengthening, and further advancing the health, safety, cultural heritage and prosperity of each community throughout the county.

Lyon County's state legislative interests include, but are not limited to, the following:

- Taxation, land assessment, franchise fees, and other County revenue, including funding for maintenance and construction of county roads, county infrastructure and other county needs;
- Land use issues, regional planning issues, and issues related to annexation, public utilities, capital projects, transportation, and natural resources;
- Water issues including, but not limited to, regional water and flood control issues, water rights, water utility rates and consolidation of water services, and infrastructure improvements;
- Adequate public safety resources, including a sustainable workforce, emergency response infrastructure and capabilities, communication systems, sufficient law enforcement and fire protection, homeland security and preparedness/resilience;
- Administration of safe, secure, and accurate elections, including measures that would provide authority and resources to the county and state to ensure the security of elections personnel, equipment, systems, and facilities (both physical security and cybersecurity);
- Social service issues, including child welfare, indigent health care, behavioral health, safety net programs, and senior services programs;
- Housing issues, including addressing the supply shortage, affordable housing, affordable property insurance and attainable housing;
- Public employment issues related to employee health care, worker's compensation, public employee retirement, and collective bargaining.

Lyon County's 2025 State Legislative Principles are defined as:

Effective Communication

- **Representation**
  Lyon County will work closely with legislators, regional partners, and community stakeholders to ensure the County's interests are effectively represented at the state level.

To this end, the County Legislative Team will include the County Manager, the Government Affairs Director, and other appointed and elected officials as approved by the County Manager or Government Affairs Director.

- **Cooperative Legislative Relations**
  The County will collaborate with neighboring jurisdictions, including Carson City, Storey and Douglas Counties, on shared legislative priorities.
- **Legislative Updates**
  When the Nevada Legislature is convened, the Lyon County Legislative Team (including, as appropriate, the County's contract lobbyists) shall present at regular Board meetings to provide information and, when necessary, obtain Board direction on various legislative issues. It is understood that the Lyon County Legislative Team will communicate the majority position and/or direction of the Board when speaking with legislators, legislative staff, and when making presentations at the Legislature.
- **Board Direction & Legislative Positions**
  The Board will establish legislative priorities, and County representatives will communicate the majority position when advocating at the Legislature. Other elected officials are not bound by the majority position but should not communicate an alternate position on behalf of Lyon County.
- **Commission Legislative Liaison(s)**
  At their discretion, the Board may name up to two Commissioners to serve as liaisons to the Lyon County Legislative Team to assist the team in considering proposed legislation and the development of County positions on proposed legislation. At the direction of the Board Chair, the Lyon County Legislative Team will meet with the Commission Legislative Liaison(s) on a routine basis for the purpose of providing updates on proposed legislation and emerging legislative issues.
  Commission Participation at the Legislature
  Commissioners may be called upon to appear before Legislative committees and/or meet with individual legislators, as necessary, when major issues are developing. To provide a cohesive and well-organized lobbying effort, Commissioners are requested to notify the County Manager of all contacts with legislators regarding County issues.
  Communication with Elected Officials
  The Lyon County Legislative Team shall attempt to communicate with elected officials prior to taking a position on specific legislation which falls under the direct responsibilities of the elected official.

Respect for Governmental Roles in Delivering Quality Public Services

- **Local Control & Decision-Making**
  Lyon County supports policies that uphold local decision-making authority, particularly in land use, public safety, and resource management.
- **State & Local Partnership**
  All governments in Nevada (State, County, Cities, School Districts, and Special Districts) are partners in providing consistent and reliable services to our shared constituents, and therefore all levels of government must be viable in order for our citizens to enjoy an outstanding quality of life. The County advocates for collaborative solutions that respect

local autonomy while ensuring state support for the best service possible at the lowest possible cost to the constituents of Lyon County.

- **Emergency Management & Public Safety**
  Given Lyon County's vulnerability to hazards such as wildfires, floods, and rail-related incidents in Fernley and other areas, the County supports legislation that strengthens emergency response capabilities and funding.
- **Infrastructure & Transportation**
  The County seeks state support for road maintenance funding, bridge repairs, and sustainable infrastructure investments in rural communities.
- **Water Rights & Natural Resources**
  Lyon County advocates for fair and sustainable water policies that protect agricultural, industrial, mining and municipal water rights.

Economic Strength & Fiscal Responsibility

- **Support for Economic Development**
  Promote regional collaboration on responsible economic development and support a coordinated regional response to the economic challenges and opportunities facing Northern Nevada, including addressing the shortage of affordable and attainable housing in the region. Encourage legislation that would remove barriers to the establishment and growth of local businesses, including non-industrial agricultural businesses.
- **Long-Term, Sustainable Revenue Solutions**
  Lyon County seeks stable funding mechanisms that allow counties to provide essential services without undue financial burdens or unfunded mandates from the state.
- **Unfunded Mandates**
  Lyon County believes the Nevada Legislature should not impose mandated functions, activities, or programs on local governments without providing sufficient financial resources and/or other means to meet the cost of carrying out these mandates. Funding allocated for ongoing State programs delivered by local governments must account for increased caseloads as well as the effects of inflation on the cost of delivering services.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
18.b

Subject:
For Possible Action: Approval to use the concrete retaining wall in the Silver City Park for a community mural.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:
Approve the use of the concrete retaining wall in the Silver City Park for a community mural

ATTACHMENTS

- Silver City Mural Project Description
- Silver City Mural Presentation

The Silver City Preservation Society (SCPS) leases the historic Silver City Schoolhouse Community Center (the Schoolhouse) from Lyon County. We are responsible for managing the Schoolhouse use, keeping it clean, and communicating any building issues to the County. The Schoolhouse has great local importance to the community both as a tie to the past and as the main meeting place for celebrations, community involvement, arts events, and memorials.

SCPS also has a mission that can be briefly stated as follows. SCPS was created to encourage and support the people and living environment of Silver City, Nevada and preserve its unique ambience through educational, cultural, and charitable projects.

We, the board of SCPS propose to create a community mural on the new concrete retaining wall which faces west into the basketball court area of the Silver City Park. The wall is 162 feet long and between 3.5 and 6 feet in height. The Lyon County Board of Commissioners asked us to apply to the Comstock Historic District Commission for approval on this project. It will not be visible to residences outside the park or able to be seen from any street or road. It will be a welcome addition to the ambience of the park and the Schoolhouse. It will be visible from the porch and the north windows of the Schoolhouse. We received a certificate of Appropriateness from the CHDC with great enthusiasm on February 12, 2025. Here is a statement from the director:

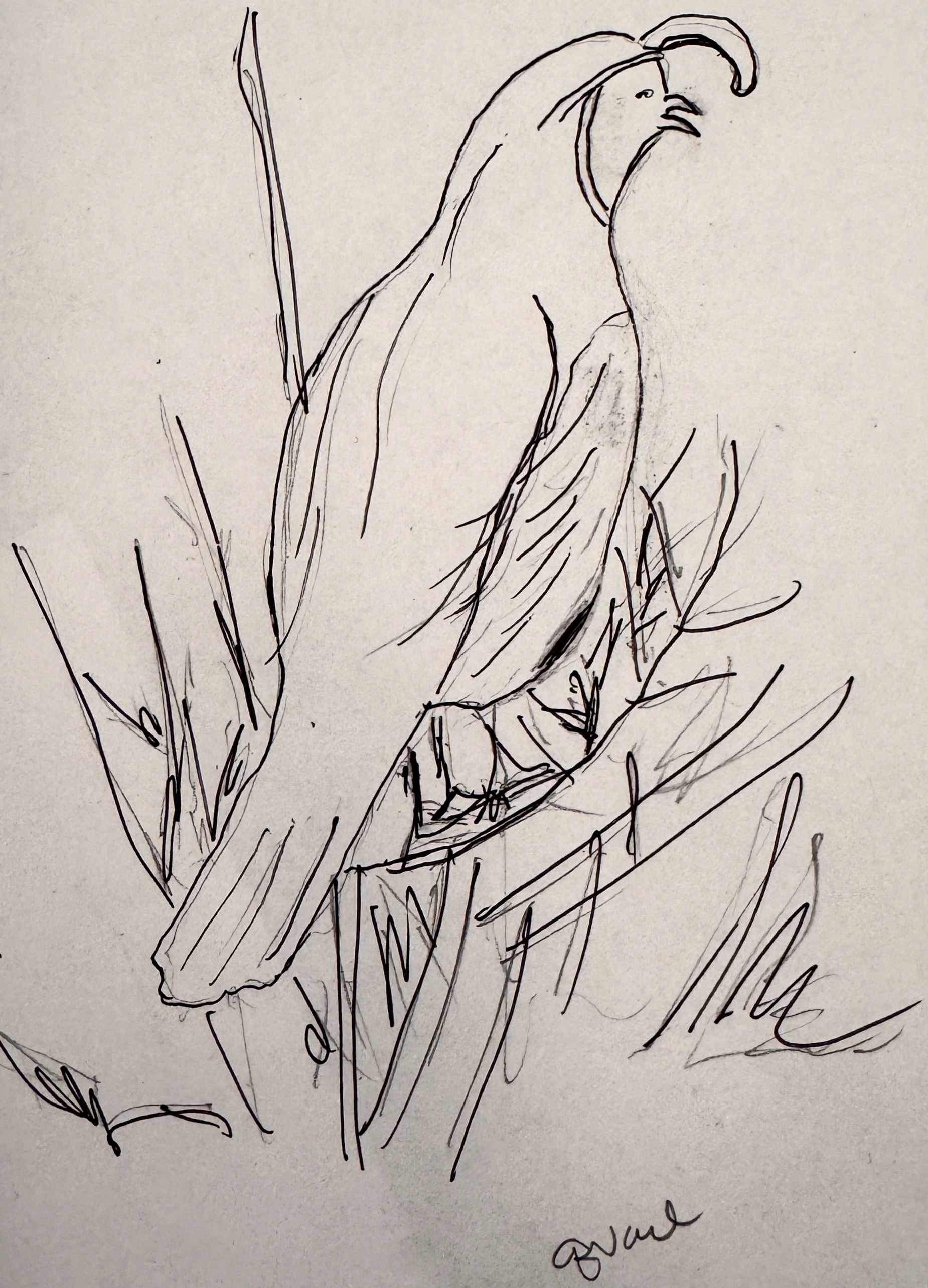
"Staff Report: I administratively approved an exciting mural project by the Silver City Preservation Society. The SCPS received an Arts and Learning Grant from the Nevada Arts Council to create the mural as a community project facilitated by a group of three artist-educators with extensive experience in creating murals using the best materials and techniques for a vibrant and long lasting mural that will also promote the importance of preservation activities within the Comstock. I have determined that the project is in conformance with the current CHDC Construction Standards, and will soften the severity of the modern concrete retailing wall at the Park."

SCPS received an Arts Learning Grant from the Nevada Arts Council to create the mural as a community project facilitated by a group of three artist-educators, Tridentata Arts, who have extensive experience in and knowledge of creating murals and the best materials and techniques for making it vibrant and long lasting.

Tridentata lead the community in two design sessions to collaborate on ideas for the themes and elements the community wanted to include and three sessions to mock-up and draft these ideas. The sessions were advertised and open to all and more than twenty-five community members have been involved in the design of the mural. The themes that were most agreed upon are 1) the natural environment including the surrounding landscape and sky and plant and animal life, 2) Celebrations of Community, and 3) Structures of significance to the long time residents of Silver City. A section is also dedicated to elements relating to prehistory and early mining history.

The design consists of a long panorama that is interrupted by nine rectangles (windows) that highlight certain elements. These are arranged in a loose timeline that moves from left to right across the panorama beginning with purely natural then moving through prehistoric elements, early mining, the rebirth of Silver City in the 1970s, and the present time. It ends on the right with more images from the natural world.

The paint used for the project will come from a purveyor of fine art and mural paints, Golden Artist Colors, Inc.





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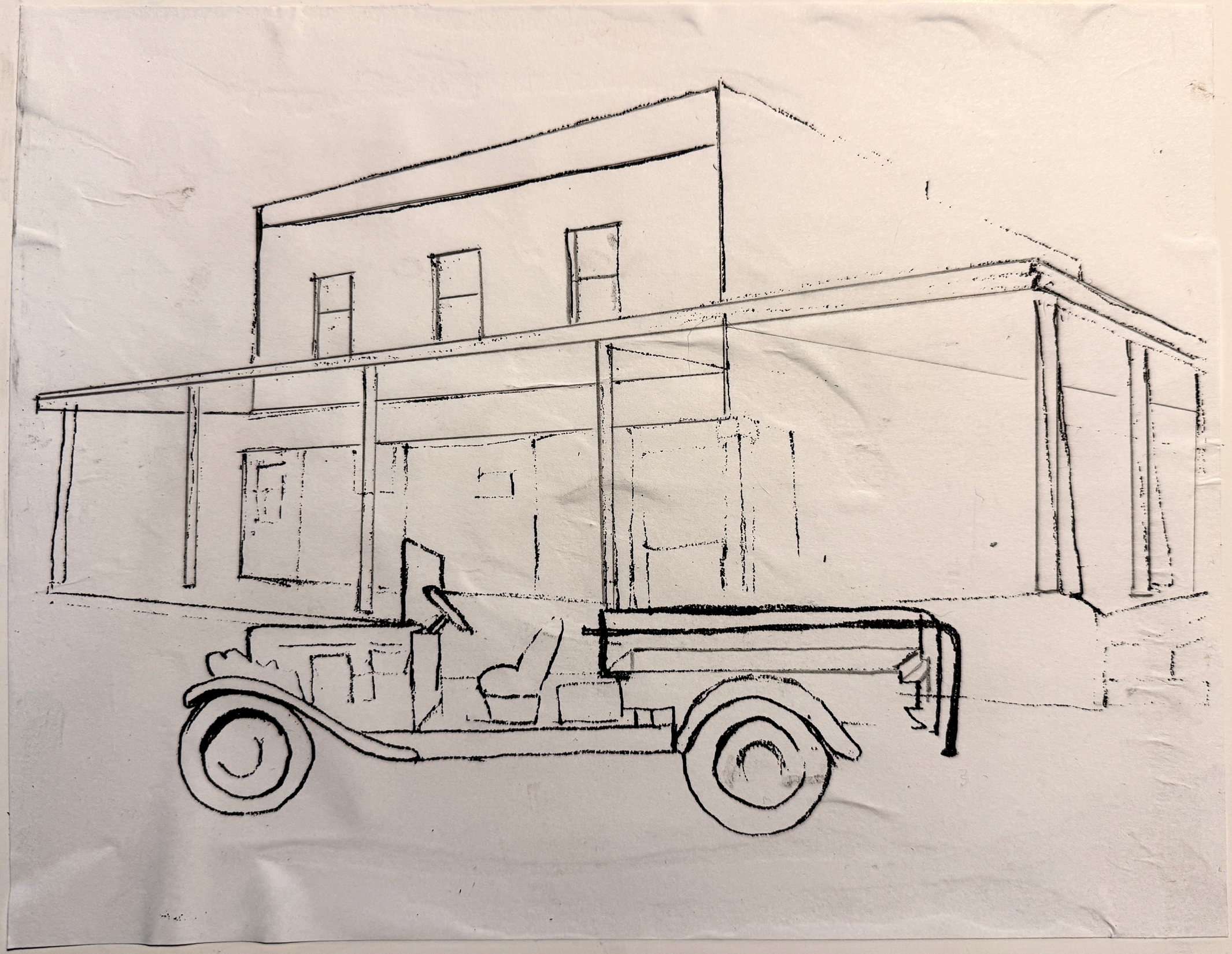




Lyon County Board of County Commissioners Agenda Summary

Meeting Date: April 3, 2025

Agenda Item Number:
19.a

Subject:
For Possible Action: Review and provide direction to the County Manager on whether to draft and bring forward a resolution requesting the creation of a Commercial Property Assessed Clean Energy (C-PACE) program to provide the means of financing one or more energy efficiency improvement projects, renewable energy projects, water efficiency improvement projects or resiliency projects for qualifying commercial or industrial real property. (Requested by Brent Lovett)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- CPACE Resolution
- Agenda Item Request

LYON COUNTY NEVADA

CPACE

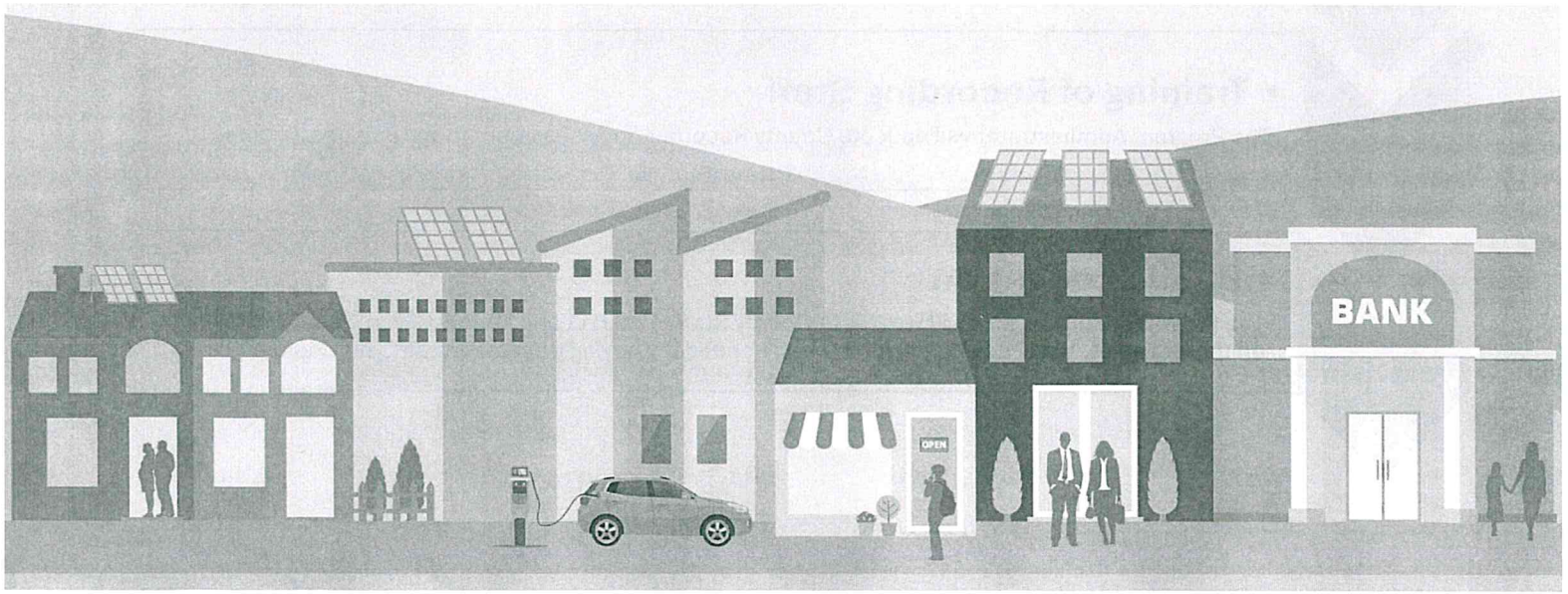
Commercial Property Assessed Clean Energy

LYON COUNTY NEVADA

COMMISSION BACK-UP

FOR

C-PACE RESOLUTION



LYON COUNTY NEVADA

CPACE

Commercial Property Assessed Clean Energy

Commercial Property Assessed Clean Energy (C-PACE) is a financing program enabled by a state to encourage efficient building practices. A building owner has access to low-cost, long-term, non-recourse private capital funding. The amount of funding is determined by the equipment and other costs in the construction budget that impact energy & water use, renewable improvements, or building resiliency. The repayment of the private capital is made through a long-term special tax assessment on the property.

Steps To Approve C-Pace Funding Within Lyon County

1

- **State of Nevada Approval**

•Nevada enacted legislation during the 2021 Legislative Session: SB283 created a Commercial Property Assessed Clean Energy (C-PACE) program in Nevada. This legislation authorizes a municipality to create a special district in which commercial projects that include energy efficiency, renewable energy, resiliency, or water efficiency investments are eligible for C-PACE financing.

2

- **Find Community Interest / Project Development Partners**

•Mineral Heights Apartments has been approved as the test case for C Pace funding within Lyon County, and has agreed to work with County Staff and Commissioners to pass the Resolution required to allow C-Pace financing within Lyon County.

3

- **Pass Resolution by County Commission**

•Hold Public Hearing and pass the attached C Pace Resolution

4

- **Enter into Program Administration Agreement**

•The Program Administrator (PA) will assist Lyon County in development of a C-PACE program. The PA will design, implement, coordinate, and administer **ALL of** the Program. This Administration Agreement has **NO COST** to Lyon County. All costs are paid by borrowers through escrow at closing of the C Pace loan.

5

- **Training of Recording Staff**

•The Program Administrator will educate County Recorder on Assessment forms and documents.

6

- **Public Education**

•The Program Administrator will work with County Staff to market and educate Lyon County Residences on the avaiability of C Pace Funding for much needed tax paying projects within Lyon County.

LYON COUNTY NEVADA

C-PACE

Looking for affordable capital to finance your construction project?

IT'S TIME YOU LOOKED AT C-PACE

As a construction industry insider, you know that bank construction loans can be difficult to come by—and are more expensive than ever before. Fortunately, there's a new tool in the toolbox. It's called commercial property assessed clean energy, or C-PACE, and it can help you *access affordable capital*—and build a more competitive, more valuable building in the process!

Commercial Property Assessed Clean Energy (C-PACE) is a financing program enabled by a state to encourage efficient building practices. A building owner has access to low-cost, long-term, non-recourse private capital funding. The amount of funding is determined by the equipment and other costs in the construction budget that impact energy & water use, renewable improvements, or building resiliency. The repayment of the private capital is made through a long-term special tax assessment on the property.

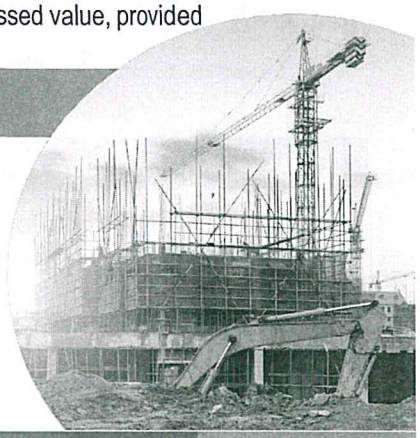
WHAT IS C-PACE FOR NEW CONSTRUCTION?

C-PACE for new construction provides affordable, long-term, non-recourse financing to enable property owners to achieve higher building performance - improvements that are often "value engineered" out of a project. The program, designed to encourage energy efficiency, water efficiency, renewable energy and resiliency measures, typically reduces the project's weighted average cost of capital.

HOW DOES IT WORK?

Developers and owners can access C-PACE Financing in an amount up to 35% of the property's assessed value, provided the design of the new building to meet or exceed the current Lyon County energy code.

C-PACE MAY ENABLE YOU TO:



- Reduce your equity contribution or other types of high-cost capital
- Finance up to 35 percent of your property's assessed value
- Lower your weighted average cost of capital
- Reduce long-term operational costs
- Tap into a practical, economic solution to sustainability
- Build a more valuable, more efficient, more competitive building

WHICH PROPERTY TYPES ARE ELIGIBLE?

- Commercial
- Industrial
- Multifamily (with 5 or more units)
- Hospitality

WHY BUILD SUSTAINABLE BUILDINGS?

Economic benefits:

- Reduce operating costs
- Qualify for utility incentives
- Attract and retain tenants
- Maximize lease rates

Environmental and social benefits:

- Improve environmental performance and sustainability
- Enhance occupant comfort, health and productivity

Design benefits:

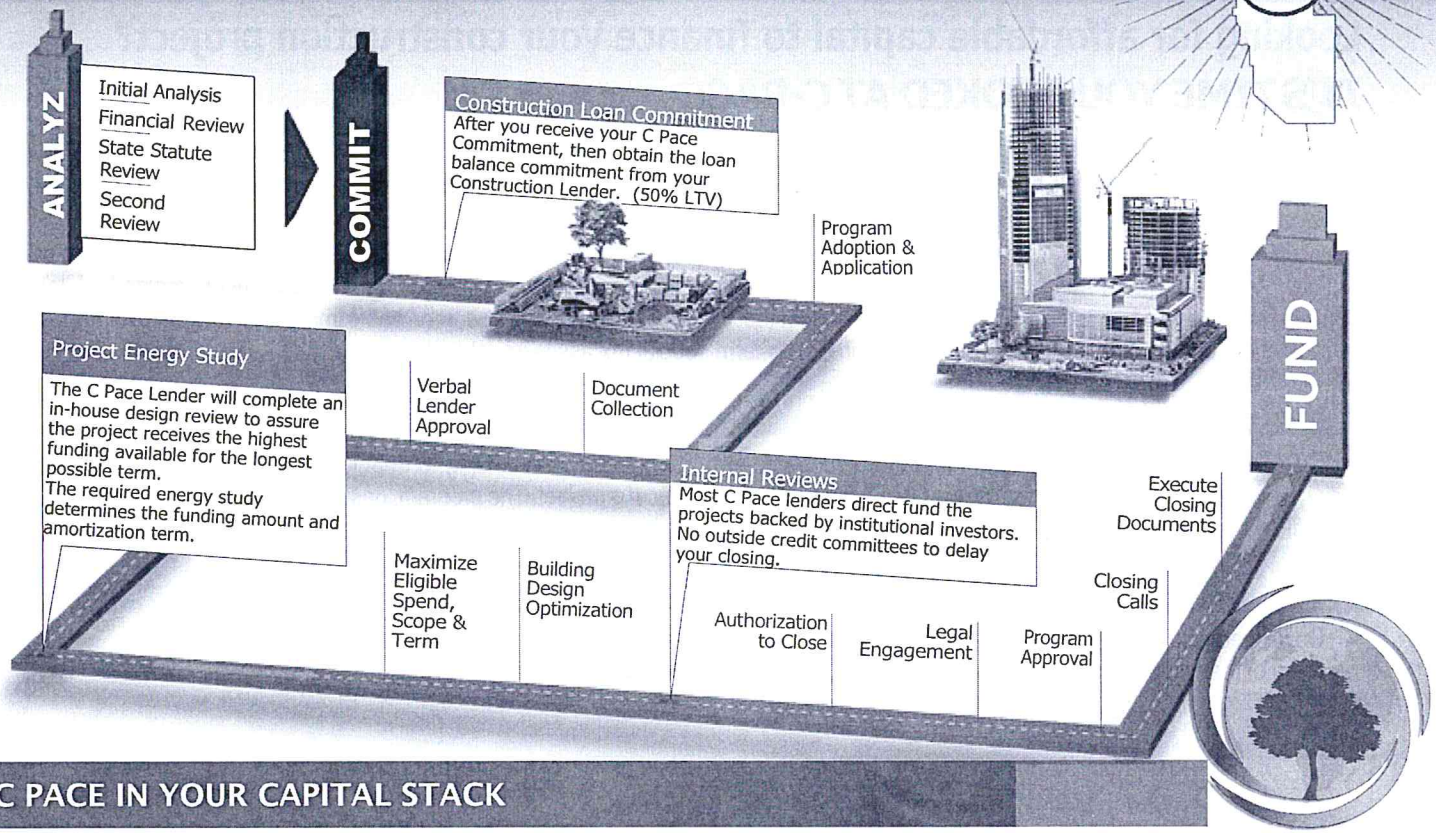
- Integrated design lets you consider all variables up front for a higher-performing building
- Include improvements often "value engineered" out of a project

Administered by:

SRS accelerating clean energy

STEPS NEEDED TO EXECUTE PACE FINANCING.

All completed by the C Pace Lender

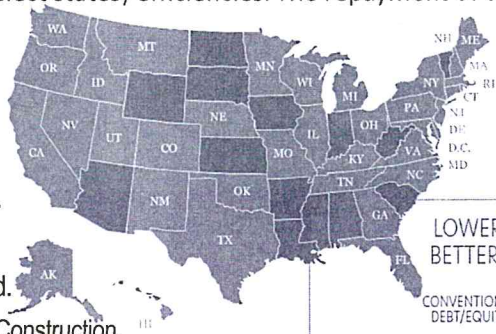


C PACE IN YOUR CAPITAL STACK

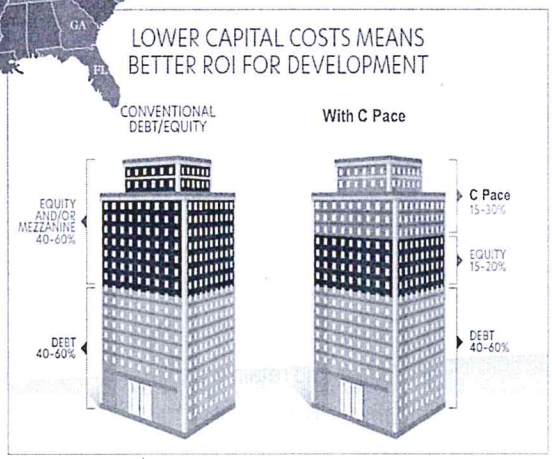
C PACE legislation allows for a new funding vehicle in your capital stack. Your construction budget can use the funding for quantifiable utility, water, renewable or seismic (select states) efficiencies. The repayment of the capital is made through a long-term special tax assessment on the property.

FINANCING PARAMETERS

- Term: Up to 30 years.
- Amortization: Fully amortized over the term.
- Interest Rate: Fixed rate over the term; spread over 10-year UST.
- LTV: Up to 30% of property value.
- Capitalized Interest: No payments during the construction period.
- Eligible Projects: Renovation, Redevelopment, Refinance, New Construction.
- Recourse: Non-recourse, completion guarantee (except for refinancing).
- Prepayment: Prepayable at any time subject to step-down prepayment premium. No lockout.
- Repayment: Paid through an annual or semi-annual special tax assessment on the property.
- Debt Service Coverage Ratio: 1.10–1.30 @ stabilization.
- Funding Timing: Construction, Mid-Construction, up to 3 years after Construction



C PACE Lending is available in 38 states and growing.



ELIGIBLE CONSTRUCTION / IMPROVEMENTS

- HVAC equipment & controls
- Insulation & envelope
- Water efficiency & plumbing
- Renewable energy & energy storage
- Indoor & outdoor lighting
- Roofing
- Windows
- EV charging & other efficiency equipment/materials

Largest PACE Project in Nevada History Leverages a Lower Rate for the Low Carbon Hotel

Symphony Park Hotel | Las Vegas, NV



HOTEL PROJECT STIMULATES ECONOMIC DEVELOPMENT IN DOWNTOWN LAS VEGAS

This stunning dual-branded Marriott AC and Element Hotel is the newest addition to the Symphony Park development site in Las Vegas, Nevada. The hotel will feature 441 rooms on 5 stories and over 260,000 square feet of upscale European modern design. Found in the heart of downtown Las Vegas, the Symphony Park Hotel sits across from the renowned World Market Center and is a short walk from the illustrious Las Vegas Strip. The PACE Equity CIRRUS Low Carbon program is funding $40 million for this project in two transactions.

The developer chose CIRRUS Low Carbon for its low rate while meeting sustainability requirements of the Element brand of the Marriott family of brands. PACE Equity was able to offer the developer a uniquely low cost of capital for meeting the CIRRUS Low Carbon specification which includes energy efficiency requirements of approximately ASHRAE 90.1-2019+ 5%. The reduced interest rate is predicted to save the developer nearly $2 million over the next 10 years.

CIRRUS Low Carbon is only offered by PACE Equity. It is the nation's first and only private financial program to offer a lower cost of capital when you build a lower carbon building. For projects early in the design process, a Design Guide from our Low Carbon Center of Excellence works with your project development team to ensure you meet the specification.

THIS PROJECT SAVED 4,200 METRIC TONS CO_2 EQUAL TO ANNUAL EMISSIONS FROM 935

PACE Equity consistently delivers a strong customer satisfaction rating at 4.95 / 5.0.

PACE Equity

News Release

County Commission
Tick Segerblom, Chairman
William McCurdy II, Vice Chairman
James B. Gibson
Justin Jones
Marilyn Kirkpatrick
Ross Miller
Michael Naft

County Manager
Kevin Schiller

Clark County Nevada C-PACE Program • (608) 516-5653 • (608) 729-6900 • www.ClarkCountyNV.gov

Contact Kimberly Johnston
Market Development Director

Cell 608-516-5653; 608-729-6900
Email kjohnston@slipstreaminc.org

For Immediate Release **Tuesday, July 16, 2024**

First C-PACE-financed Project Closed in Clark County, Nevada

Even in the Desert, Virgin Hotel Goes Green with C-PACE

HRHH Propco, LLC, owner of the Virgin Hotels Las Vegas, a Curio Collection by Hilton property, is the first to use the Clark County C-PACE Program. HRHH Propco financed $190,000,000 million in energy efficiency and water efficiency upgrades. Nuveen Green Capital, a leader in sustainable commercial real estate financing solutions and a participating program capital provider was their C-PACE lender.

The C-PACE Program provides long-term, fixed-rate funding to private building owners for energy efficiency, water savings and renewable energy projects to be installed in both new and existing commercial properties.

The Virgin Hotels Las Vegas project is not only the first for the program, but also one of the largest C-PACE loans in the country. The energy and water improvements financed will positively impact the operating capital of the property owners for many years to come.

"This is something the County can offer established businesses and new businesses that want to be energy-efficient," said Clark County Commission Chairman Tick Segerblom. "This is a great program, and it does not cost us a nickel."

"This is a long-negotiated agreement because it's almost impossible to take the standard form we had seen in other places and apply it here," said Clark County Commissioner Jim Gibson, whose district includes Virgin Hotels Las Vegas. "We build 1,000-room hotels here. The Virgin Hotels Las Vegas is not the largest hotel in Clark County, but it is an important fixture on Harmon and Paradise, where it sits. We have worked long and hard to get this right, and I think we have done that."

Cory Jubran, Senior Director, Originations, Nuveen Green Capital said, "We could not be more proud to have partnered with HRHH Propco, as well as the Clark County C-PACE Program administrators to recapitalize the spectacular, energy-efficient Virgin Hotels Las Vegas – the first-ever C-PACE financed project in Clark County. Not only is this project historic for the county and state, but it also marks the second-largest, C-PACE-financed deal in the country. As the C-PACE industry continues on its explosive growth trajectory, this underscores how impactful it can be as a form of alternative debt to fund essential sustainability measures – providing long-term savings for the property, while benefiting the environment."

Energy efficiency improvements included HVAC upgrades, LED lighting upgrades, window replacements, water saving plumbing upgrades, building control system, pool and spa improvements and desert landscaping.

C-PACE

Funding Water Efficiency Projects

Background
A low-cost, long-term financing option originally created to support energy efficiency projects, the Commercial Property Assessed Clean Energy (C-PACE) program is designed to make efficiency improvements and resiliency projects more affordable for property owners and developers. C-PACE has recently been expanded to include water efficiency projects such as turf conversions and the replacement of evaporative cooling systems with more water-efficient technologies.

Eliminate Up-Front Expenditures
Although turf conversion projects pay for themselves through reduced water bills and maintenance costs, the initial outlays associated with these projects can be daunting to property owners and managers. C-PACE can eliminate this issue by providing long-term financing of 100 percent of hard and soft project costs. For qualifying homeowners' associations, this may avert the need for special assessments or reserve depletion.

Reduce Utility and Maintenance Costs
The savings associated with converting from grass to drip-irrigated savings can be significant and immediate. In many cases, the reduced utility bills alone may be enough to pay for most or all of the C-PACE loan payment. Additionally, drip-irrigated landscapes reduce repair/replacement costs for adjacent asphalt, sidewalks, stucco and other surfaces susceptible to water damage.

C-PACE For the Long Term
C-PACE financing can span up to 20-25 years depending upon the useful life of the improvements, often allowing plenty of time for the lower utility and maintenance costs to recover most or all of the loan repayment costs.

C-PACE Loans are Transferable
PACE loans are assessed along with property taxes and are attached to the property, automatically transferring from one owner to the next so the initial borrower only pays for their ownership period.

Longer Term = Affordable Repayment
Unlike traditional commercial loans, which typically offer a 5-7 year repayment term, the 20-25 year C-PACE loan term--coupled with interest rates in the 5-7 percent range--results in improved affordability with C-PACE and no up-front out-of-pocket costs.

Streamlined Application Process
The cities of Las Vegas and Henderson have already activated their C-PACE programs and are ready to facilitate loans. Clark County and North Las Vegas are developing their programs. All loans are subject to approval by the participating lending institutions.

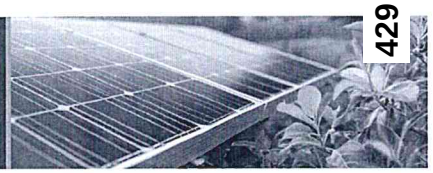
Learn More
To find out whether your property qualifies for a C-PACE water efficiency project loan, please reach out to your jurisdiction's administrator:

City of Las Vegas – **vegascpace.com**

City of Henderson – **hendersoncpace.com**

Clark County – *Coming soon*

North Las Vegas – *Coming soon*



WHAT IS COMMERCIAL - PROPERTY-ASSESSED CLEAN ENERGY (C-PACE) OR C-PACE(R) (RESILIENCY)?

C-PACE is a municipal program that enables private capital to fund CRE sustainability or resiliency improvements on new and existing buildings. Improvements include but are not limited to:

- Equipment and installation costs for energy efficiency projects like HVAC, efficient windows and doors, control systems, roofing, elevators.[1]
- On-site renewable energy systems, such as solar panels or geothermal systems.[2]
- Water conservation and efficiency improvements, such as low-flow fixtures, landscaping, or irrigation systems, eligible in some states.
- Enhanced protection of buildings from climate-related weather risks in selected states and/or greater resiliency such as seismic strengthening improvements in California, Oregon, Washington, and Utah, wind resiliency in Florida, and stormwater/flood management in much of the mid-Atlantic.

Covers up to 100% of the cost of a retrofit-related project, including all related work and soft costs, typically limited to 25%-35% of the property's valuation, in some cases by state law. Most C-PACE programs require third-party audits to substantiate the amount of C-PACE financing being provided by verifying the eligibility of financed measures.

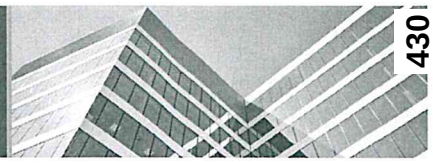
Can also be used to fund components of new ground-up construction or major "gut rehab" projects:

- Typically represents 25%-40% of total project vertical construction[3] costs.

Financing of projects post-completion, up to three years in most states, is also permitted.

Generally, secured by a non-ad valorem special assessment and imposed on the property by the taxing authority. The capital provider or program administrator is responsible for collecting the payments. Alternatively, the local taxing authority may collect repayments along with other property taxes and forward to the C-PACE investor or the designated trustee or agent.

[1] Eligible in all states.
[2] Ibid.
[3] Includes soft costs like engineering and permitting.



WHO HAS JURISDICTION OVER C-PACE?

C-PACE is a public-private partnership, enabled by state law and customized through adoption of local ordinance.

State-level legislation establishes the broad categories of sustainability and resilience improvements that constitute public benefits and authorizes municipalities and/or counties to levy assessments.

- State law usually prescribes a state-wide administrative framework to which all local governments 'opt-in.'
- In some instances, state law prescribes that local governments that establish a program can do so locally or via participation in a regional governing body.

40

STATES AND D.C. HAVE ENABLED C-PACE THROUGH LEGISLATION

75

ACTIVE C-PACE PROGRAMS THROUGHOUT THE COUNTRY

Currently, more than 40 states and D.C. have enabled C-PACE through legislation.[4] There are over 75 active C-PACE programs. In some cases, there are multiple local programs in the same state. Programs can vary significantly across and within states, which can be challenging for both property owners and C-PACE capital providers.

- Most C-PACE programs require capital providers to be registered with certain qualifications, including experience and operation across multiple C-PACE programs.

Certain Federal agency lenders have also approved the program and issued specific guidance for underwriting alongside C-PACE: USDA, HUD (multifamily), SBA 7a, and Freddie Mac.

- Although Freddie Mac's C-PACE guidance was published many years ago, the Enterprise has not yet approved a transaction.
- Fannie Mae, SBA 504, HUD Healthcare and Multifamily (new construction only) have not yet consented to C-PACE. Concerns about residential (single family) C-PACE (largely consumer protection and transparency-related issues) complicate FHFA consideration.

Note that in many states and by most C-PACE capital provider underwriting policies, if a first-mortgage lender is in place prior to the addition of the C-PACE financing, the first-mortgage lender must be notified in advance and must execute a "lender consent" document.

- Only the portion of the C-PACE assessment that is currently due or delinquent is senior to the first-lien position, and the unpaid (not currently due) amount of the C-PACE assessment will not be extinguished by the foreclosure of any existing or future first mortgage.

[4] https://www.energy.gov/scep/slsc/property-assessed-clean-energy-programs#:~:text=Commercial%20PACE,-C%2DPACE%20programs&text=local%20programs)%2C%20financing%20structures%2C,in%20projects%20have%20been%20financed



TYPICAL TERMS FOR A C-PACE FINANCING?

Terms are negotiated with C-PACE Capital Provider

☑ **Financing provides up to 100% of hard and soft eligible costs**

☑ **Long-term financing is typically 25-30 years; fixed interest rates**

- C-PACE is always self-amortizing. Final principal balance must be $0 at term.
- Generally, have option for capitalized interest provisions (up to two years) and interest-only periods (up to five years)[5]

☑ **Repayments made at same time as property taxes (unless assessment is off tax bill)**

- Prepayment allowed (with call protection in early years)

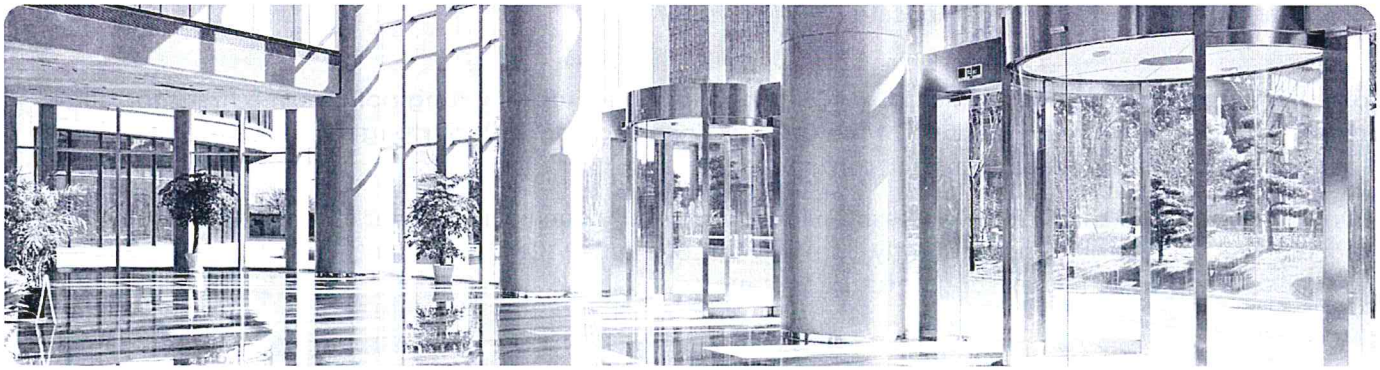
☑ **Secured by a property lien (not a personal guarantee)**

☑ **Lien enforcement and foreclosure remedies occur solely in events of non-payment of the C-PACE assessment and typically follow same process as other property taxes.**

- Non-accelerable in the event of default, but any amounts unpaid/delinquent at a particular moment prime the senior mortgage.

☑ **In the event of a tax sale or other ownership change, the C-PACE assessment becomes an obligation of the new property owner.**

- The new owner is required to bring any unpaid C-PACE assessments current, but is not obligated to repay the outstanding principal balance of a C-PACE loan. May prepay, typically with penalty, the C-PACE assessment voluntarily.



[5] Often dictated by capital provider's underwriting policy.

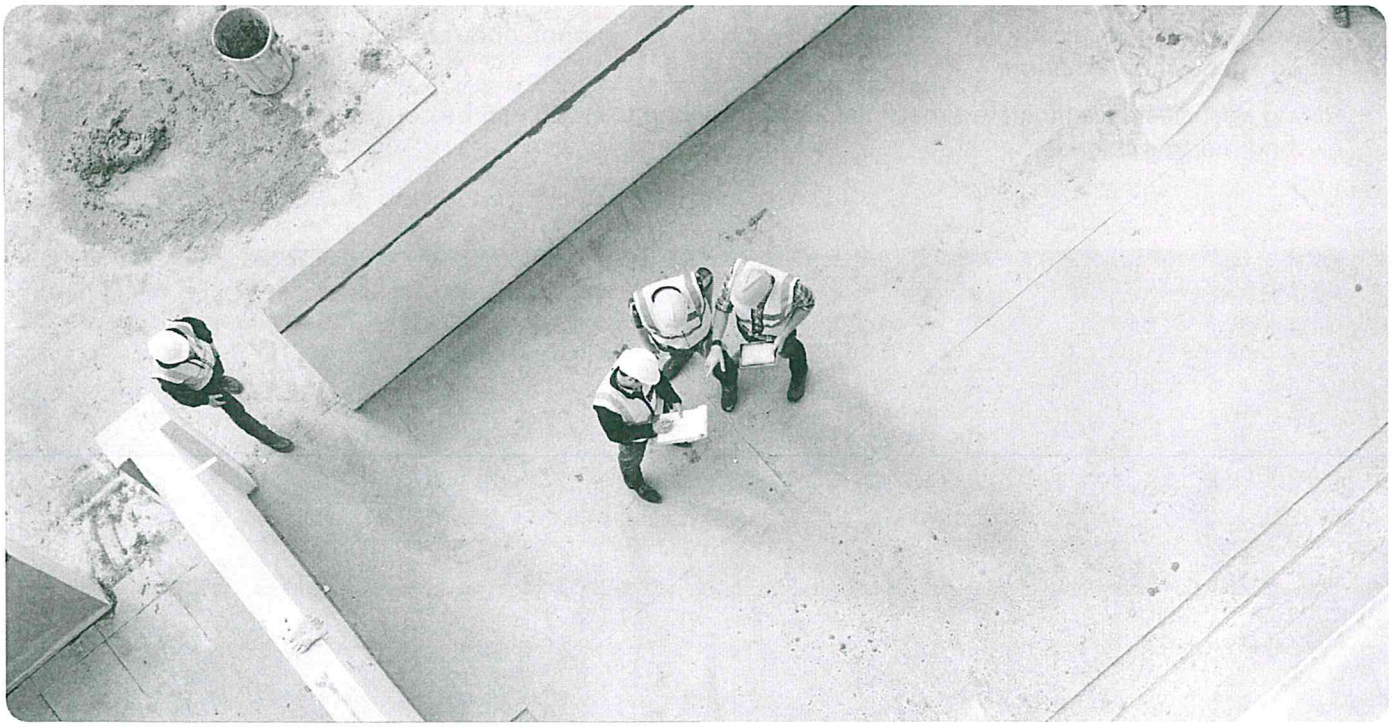
INVESTOR CONSIDERATIONS

Percentage of C-PACE in the capital stack

- Typically, 5%–25% of the property's value, together with the first mortgage not exceeding an all-in 75%–90% LTV. Note that some C-PACE capital providers and C-PACE programs allow higher C-PACE LTVs, possibly up to 35%, subject to senior lender consent.

Cash management

- For construction financing, C-PACE capital provider controls fund disbursement as eligible costs occur; in some instances, the program authority must approve the final disbursement.
- Up-front and ongoing reserves to cover C-PACE payments.
- Capitalization of I/O payments due to the C-PACE capital provider allowed until the tax assessment can be placed on the tax rolls and/or until a project is completed and/or stabilized. Interest accrual between closing and first repayment date is determined for each project individually (amount of capitalized interest can be large).
- Same notice and cure rights as other property taxes in the event of non-payment. Strict notice and cure rights with respect to a property-owner default.
- C-PACE default as a carveout guarantee from the borrower's non-recourse provisions with other lenders.





INVESTOR CONSIDERATIONS (CONTINUED)

Underwriting considerations

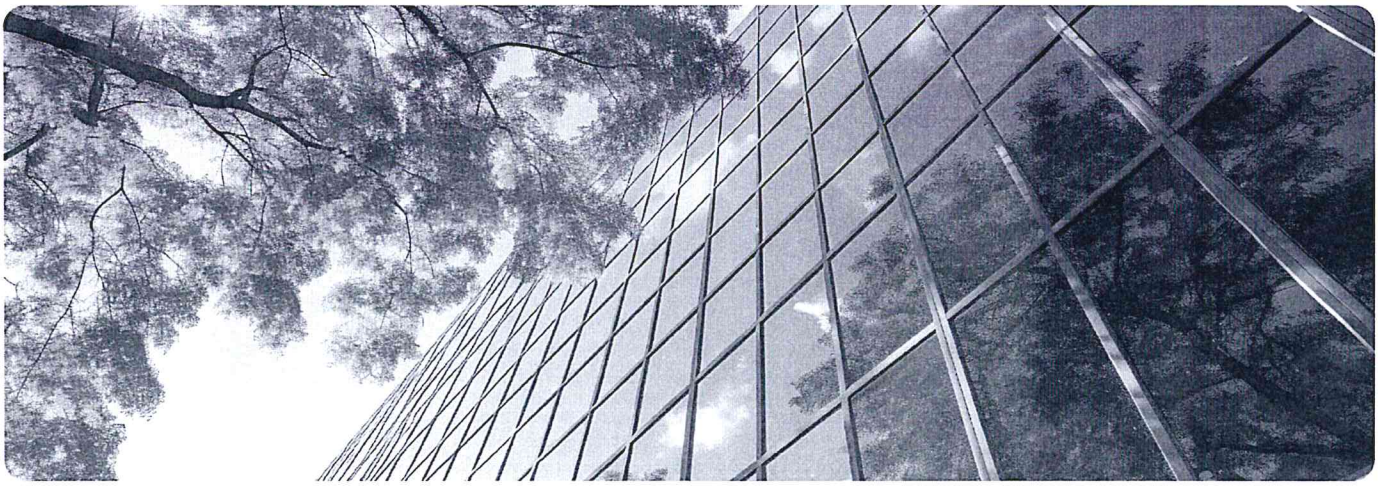
- Most market participants consider C-PACE to be debt. It is voluntary, can be paid off in a lump sum, and cannot be accelerated in a bankruptcy of the property owner.
- All lenders incorporate C-PACE into their DSCR calculation.
- Underwriting is akin to a ground lease, with the benefit that C-PACE is prepayable at par (with call protection in early years) and otherwise fully amortizes. However, unlike ground leases, C-PACE financing is term limited.
  - Treat the assessment as an expense like property taxes, particularly if the C-PACE assessment is small.

Lease considerations

- Depending on lease drafting, C-PACE payments may be a pass through or capable of recapture as a tax escalation.

CMBS loan documents

- In general, C-PACE is not permitted in CMBS. Standard-form CMBS loan documents historically have prohibited C-PACE.
- Recently, however, a few CMBS transactions allow for property owners to enter into C-PACE financing in the future.
  - These documents typically limit C-PACE to a small dollar amount, and require lender's approval and rating agency confirmation.
  - Rating agencies have indicated that the incorporation of C-PACE can be considered if approved by existing mortgage lender.





OTHER STAKEHOLDERS

Counsel

Counsel typically assists the C-PACE capital provider in ensuring its template documents and closing processes and procedures comply with the C-PACE program's rules and regulations, as well as any C-PACE legislation. Some C-PACE capital providers also will obtain legal opinions from local counsel on the viability of a C-PACE program before providing financing through it.

Property Owners

Typically, only the owner of record on private property may enter into an agreement with the taxing authority. This property may be non-profit ownership or could be subject to a ground lease. Some locations also allow public property and leasehold interests to enter into an agreement with the taxing authority.

Certain buyers are not willing to assume a C-PACE assessment upon purchase of a property; they would therefore consider the purchase as requiring a prepayment (sometimes with penalty) of the C-PACE assessment.

Tenants

Tenants request landlords to finance energy-generation projects and generators through C-PACE with financing term tied to the remaining term of the lease. Off-grid power sources prevent business interruption during power outages.

Construction Industry

Increases job creation for energy projects.

Administrators (Representing Public Interest)

Administrator may be a local government official, an authorized representative, a green bank that also functions as a C-PACE capital provider, or a capital provider who enters into a bond indenture with a bonding and taxing authority.

Master Servicers (or Trustees / Title Companies)

Monitor C-PACE assessments, collections, and disbursements.

Mortgage Lenders

Mortgage lenders secured by a property must provide consent to C-PACE before it can be levied against such property.

Third-Party Cost Reviewers (Construction and Gut Rehab Projects)

Most C-PACE capital providers rely upon the third-party cost review obtained by the mortgage lender. However, if the mortgage lender does not obtain one, many C-PACE capital providers will obtain their own third-party cost review.

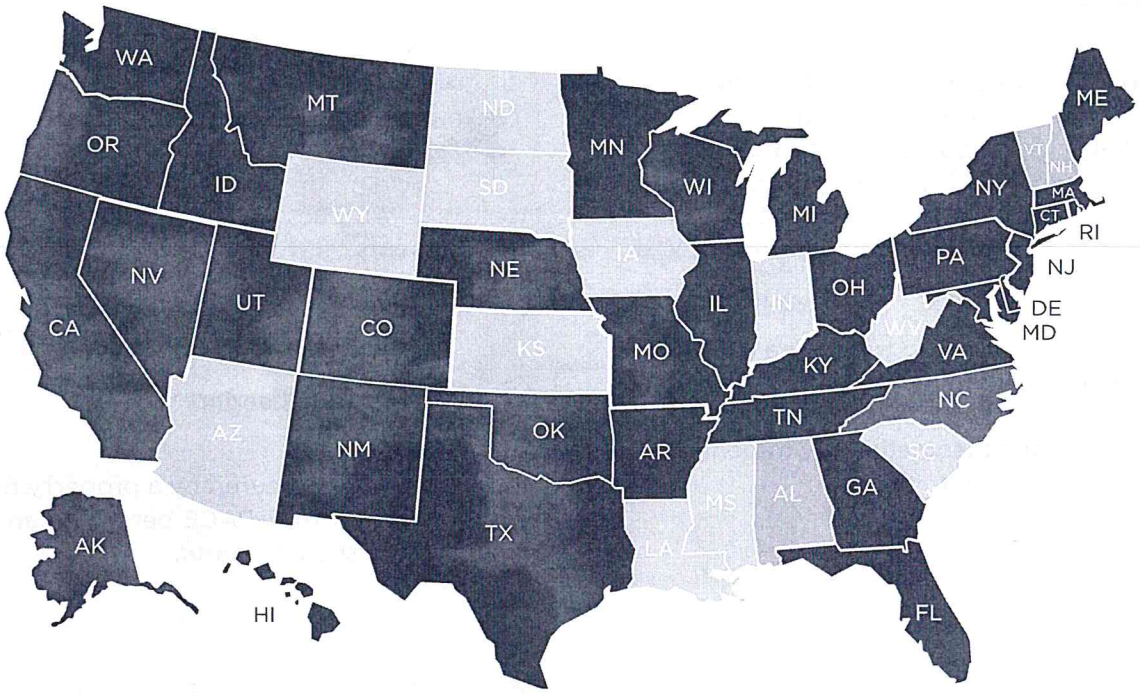
CURRENT MARKET TRENDS

According to a 2023 C-PACE Alliance (a "nonprofit network committed to increasing the volume of quality C-PACE projects") survey[6]:

TOTAL NUMBER OF C-PACE PROJECTS:
OVER **2,300**
AND
$7 BILLION
IN FINANCING ACTIVITY

TOTAL NUMBER OF C-PACE PROJECTS IN 2023
NEARLY **250**
AND
OVER **$2 BILLION**
IN FINANCING ACTIVITY

The below map from Pace Nation shows C-PACE status across the U.S.[7]



MAP KEY

Active programs(s) | Program in development | PACE-enabled

[6] https://c-pacealliance.org/c-pace-program-volume/
[7] https://www.pacenation.org/pace-programs/

LYON COUNTY NEVADA

CPACE

Draft

PROGRAM GUIDE

VERSION 1.0

March 14, 2025

A program of:

Administered by:

SRS
accelerating clean energy

OVERVIEW

BACKGROUND

In 2017 the State of Nevada authorized through Chapter 271 of the Nevada Revised Statutes ("NRS") cities and counties to implement Commercial Property Clean Energy (C-PACE) programs. Subsequently, Lyon County ("Lyon") adopted the program through the adoption of Resolution No. _____ and designated Sustainable Real Estate Solutions, Inc. ("SRS") to serve as the Lyon County C-PACE Program Administrator. Lyon, pursuant to Resolution No. _____ (the "Resolution"), adopted this Program Guide.

HOW TO USE THIS GUIDE

This guide is intended to inform and guide all parties who participate in the Lyon County commercial property assessed clean energy ("Lyon County C-PACE" or "C-PACE") program—including Property Owners, commercial real estate developers, energy efficiency and renewable energy contractors, mortgage holders, Capital Providers, and the community—as to how C-PACE works. This guide is for educational purposes only and does not constitute legal advice. Interested parties should consult with their own attorneys with respect to legal aspects of the C-PACE Program. This Program Guide is effective as of the date on the cover page and amends and restates the prior version of this Program Guide in its entirety as of such date. The prior version of the Program Guide will continue to govern any project approved under the Lyon County C-PACE program prior to the date hereof. Capitalized terms used herein but not defined have the meanings given such terms in the Resolution.

PROGRAM OVERVIEW

C-PACE is designed to help Property Owners of Qualifying Commercial or Industrial Real Property access long term, private-sector financing for the installation of Qualified Improvement Projects.

C-PACE is a **"win-win"** program that, aside from lowering the utility expenses and increasing the value of improved properties, advances important public policy goals that include reducing energy and water costs, increasing renewable energy deployment, reducing greenhouse gas emissions, improving building resiliency and **creating local jobs**.

C-PACE Financing is provided by private Qualified Capital Providers in an open market. The Financing is secured through Lyon County's creation of an Assessment and Assessment Lien. Repayment to the Qualified Capital Provider of the Financing Amount is facilitated through a Financing Agreement between the Property Owner or its lessee, as applicable, and the Qualified Capital Provider. The maximum Financing Term is based on the estimated useful life of the Qualified Improvement Project(s). The Financing itself can cover up to 100 percent of a building's project cost and often requires no money down.

This combination of benefits means Property Owners, or their lessees can make substantial upgrades to their buildings and, in most cases, the upgraded building is more valuable after a C-PACE project has been completed.

As in many other programs nationwide, C-PACE is also available for new buildings that meet or exceed the requirements of Nevada's new construction energy code (IECC 2018/ASHRAE 90.1-2016). In other states with C-PACE programs, such Financings have proven to be attractive to developers who use it to reduce their project's weighted average cost of capital or fill gaps in their financing plan.

How C-PACE Works

C-PACE enables Property Owners of Qualifying Commercial or Industrial Real Property located in Lyon County to use private-sector money to finance Qualified Improvement Projects.

C-PACE is economically attractive because it offers (subject to approval by the Qualified Capital Provider) a Financing Amount for a Qualified Improvement Project (a) used to improve or retrofit an existing structure up to 25% of the fair market value of the property assessed, and (b) used to improve a new structure or in a gut rehab up to 35% of the fair market value of the property assessed, in each case as determined by an Appraiser pursuant to the guidelines set forth herein. Repayment is secured by the Assessment and Assessment Lien, similar to a sewer district assessment, which is Recorded against the Tract through a Notice of Assessment and Assessment Lien and billed by the Qualified Capital Provider similar to a special improvement district bill.

Multiple Capital Providers have registered with the C-PACE program to become Qualified Capital Providers to finance Qualified Improvement Projects. Property Owners or lessees, as applicable, can select their preferred Qualified Capital Provider to fund their Qualified Improvement Project(s) at the time of application submittal, or, at the request of a Property Owner or lessee, as applicable, the Program Administrator can solicit financing term sheets from existing Qualified Capital Providers once the project eligibility review has been completed by the Program Administrator.

Capital Providers and their project development partners are encouraged to develop projects for submission to the Program Administrator for approval. In such instances, the Program Administrator will not solicit financing terms from other Qualified Capital Providers and will work solely with the originating Capital Provider or the Capital Provider designated by the Property Owner or lessee, as applicable, so long as the Capital Provider registers with the Program Administrator and meets the qualification criteria in this Program Guide.

From start to finish, C-PACE projects can often be financed within 45 to 90 days. Each application will be reviewed on its own merits and only the Tract identified in the application will be eligible for Qualified Improvement Projects approved through the application.

Program Benefits

Lyon County C-PACE offers multiple benefits to a broad range of stakeholders, including Property Owners, developers, contractors, Capital Providers, mortgage holders, and communities.

Property Owners

Lyon County C-PACE helps Property Owners and lessees reduce their operating costs, improve the value and market competitiveness of their asset, meet energy performance goals, and increase the cash flow from their building. C-PACE does this in several ways:

Up to 100% Financing	While C-PACE Financing can be attractive to all Property Owners, it is especially so for owners who lack the capital needed to pay for beneficial energy, water, or resiliency improvements. For such Property Owners, C-PACE solves this problem by providing up to 100 percent, long-term financing for Qualified Improvements Projects (subject to approval by the Qualified Capital Provider and Program Administrator). Audit, feasibility study, construction, financing costs, and other project costs could be included in the Financing as described in this Program Guide.
Long-term Financing	Typically, commercial real estate lenders provide up to 10-year financing for these types of improvements. The longer-term C-PACE Financing (commensurate with the useful life of the improvements which cannot be less than 10 years) fully amortized over the Financing Term allows Property Owners

	to pursue more capital-intensive, comprehensive energy, water and/or resiliency improvements. The Financing Term cannot be greater than the life of the improvements.
Transfers Upon Sale	Property Owners who sell their property before the Financing Amount is repaid can transfer the repayment obligation to the next owner.
Cost Recovery	C-PACE may help solve the split incentive or misalignment of incentives that may arise between Property Owners and lessees. Property Owners are less likely to undertake comprehensive energy, water, or resiliency improvements when their lessees receive the financial benefits in the form of lower utility bills. Under some leases, the C-PACE structure may enable a Property Owner to pass the Financing Amount on to the lessees, potentially solving the split incentive. Property Owners are encouraged to consult with their attorney or accountant on this matter.

New Construction Project Developers

Property Owners planning to construct a new building can use C-PACE Financing to reduce their owner equity contribution or their need for other types of financing, such as mezzanine financing, and often can lower their weighted average cost of capital. With C-PACE, Property Owners with new builds can access up to 35 percent of the fair market value of the property provided they design the new building to meet or exceed the current Nevada energy code (IECC 2018/ASHRAE 90.1-2016).

Contractors

C-PACE enables a Property Owner to access up to 100 percent long-term financing for the hard and soft costs related to Qualified Improvement Projects (subject to financial underwriting and approval by the Qualified Capital Provider). This long-term financing, which is based on the weighted average useful life of the Qualified Improvement Projects, can make Qualified Improvement Projects much more affordable. This means contractors can close more projects and expand their business. Public bidding, public works and public procurement requirements are not applicable to the construction of Qualified Improvement Projects, and Lyon County is not responsible for the construction or defects or any delays associated therewith.

Capital Providers

C-PACE investments are secured by an Assessment and Assessment Lien placed on the Qualifying Commercial or Industrial Real Property on which the Qualified Improvement Projects are developed through a voluntary Assessment Agreement executed by Lyon County and the Property Owner(s) of record. Upon Recording of the Notice of Assessment and Assessment Lien (to which the Assessment Agreement is attached), the Assessment and Assessment Lien is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Tract pursuant to the provisions of NRS 361.450, and:

- Is senior to all other previously Recorded senior liens of a Lender, provided a written Lender Consent is executed by the applicable Lender and Recorded; and
- Shall run with title to the Tract and shall not be extinguished by the sale of any property on account of the nonpayment of general taxes.

Immediately following the Recordation of the Notice of Assessment and Assessment Lien, an Assignment of the Assessment and Assessment Lien, executed by Lyon County for the benefit of the Capital Provider, is Recorded, by which Lyon County's rights and obligations under the Assessment Agreement are assigned to and assumed by the **Qualified Capital Provider, which shall then be solely responsible for billing, collection, and enforcement of the Assessment and Assessment Lien**.

Qualified Capital Providers are also encouraged to originate Financings for Qualified Improvement Projects with Property Owners, but a precondition to approval is obtaining and Recording at the closing of the Financing any necessary Lender Consent.

Mortgage Holders
To qualify for Financing, the C-PACE program requires that the Qualified Improvement Projects be supported by written analyses from qualified experts in the field from which the improvement originates as described in the Resolution and the Act.

From the Lender's point of view, a completed C-PACE project has the following key benefits:

- The Lender's loan is more easily repaid due to the borrower's increased cash flow;
- The Tract is more attractive to current and potential lessees or buyers; and
- The Assessment and Assessment Lien does not accelerate. In the event of a default, only the portion of the Financing Amount that is in arrears (together with the current payment and any applicable penalties or fees under the Financing Agreement) is due.

KEY PARTIES TO A C-PACE TRANSACTION

There are multiple parties to a C-PACE transaction; each plays a distinct role in the process. They include:

Property Owner	All of the owners of record of the Tract on which a Qualified Improvement Project is installed.
Program Administrator	Sustainable Real Estate Solutions, Inc. (SRS).
Capital Provider	Any private entity or the designee, successor or assign of the private entity that provides direct financing for a Qualified Improvement Project pursuant to the Act. The Property Owner, not the Program Administrator, is responsible for selecting the Capital Provider, but the Capital Provider must meet the eligibility criteria in this Program Guide to become a Qualified Capital Provider. Capital providers are responsible for underwriting each Financing to determine whether to invest in a Qualified Improvement Project. Each project will be subject to third-party technical review and eligibility approval by the Program Administrator as set forth in this Program Guide. If a Qualified Capital Provider chooses to invest, it will enter into a Financing Agreement with the Property Owner or the lessee, as applicable. This document details the terms and conditions under which the investment will be made. The Qualified Capital Provider controls disbursements of the Financing. The Qualified Capital Provider will manage billing and collections of the Financing Amount in accordance with the payment schedule included in the Financing Agreement.
Contractors	Any contractor licensed by Lyon County and the State of Nevada may perform the work to install the Qualified Improvement Projects. The Property Owner, not the Program Administrator, is responsible for selecting the contractor. None of Lyon County, the Lyon County C-PACE program, nor the Program Administrator are recommending or endorsing a particular contractor or warranting the reliability of any such contractor.

Appraiser	An appraiser certified in the State of Nevada. The guidelines by which Appraisers shall calculate fair market value of Qualifying Commercial or Industrial Real Property under NRS 271.6325(3) are the Uniform Standards of Professional Appraisal Practice (USPAP) and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

KEY STEPS TO A C-PACE TRANSACTION

Application/Eligibility Determination

An interested Property Owner or its lessee must submit a C-PACE project application to the Program Administrator. Upon receipt, the Program Administrator will review the application and determine whether the property and project appear eligible for the C-PACE program and issue a preliminary project eligibility notification. Final project eligibility determination will be subject to the Program Administrator's review of the applicant's Energy Audit, written feasibility analysis or other written determination, as applicable, and compliance with the terms and conditions as described in the program requirements section below.

Project Scoping

All applications for Qualified Improvement Projects must be accompanied by a written study that complies with the requirements outlined in the Project Technical Standards and Review section of this Program Guide. Completing the audit/study and developing the scope of work will likely be an iterative process. Depending upon how the overall project has been originated (contractor-driven, owner-driven, developer/consultant-driven), applicants may need assistance navigating this process. In such cases, they should contact the Program Administrator for assistance.

Lender Notice/Consent

C-PACE requires that all parties qualifying as a Lender on or before the effective date of the Assessment and Assessment Lien be notified of the proposed C-PACE transaction and consent to the Assessment and Assessment Lien, including recording notice thereof. The formal written Lender Consent, executed and acknowledged and ready for Recording, must be received before the Program Administrator will authorize the closing of the Financing. The Program Administrator is available to support the Property Owner or lessee, as applicable, in the review of the C-PACE program requirements with a Lender.

Underwriting/Approval

Within the parameters of the Act, the Resolution and this Program Guide, the Qualified Capital Provider will establish the Financing terms and conditions and financial underwriting standards for a Qualified Improvement Project. The Qualified Capital Provider will make its own determination as to whether an investment in a specific project is warranted. Once the underwriting process is complete, the Qualified Capital Provider will issue a conditional approval or financing commitment letter that outlines the terms of the Financing, including any conditions of closing. That agreement will ultimately be memorialized in a Financing Agreement. At a minimum, the Financing Agreement must provide: (1) the Capital Provider with responsibility for billing, collection and enforcement of the Assessment and Assessment Lien; (2) enforcement of the Assessment and Assessment Lien by judicial foreclosure like a mortgage; (3) that acceleration is not an available remedy for enforcement of the Assessment and Assessment Lien; and (4) delinquent installment payments of the Financing Amount will result in interest and penalties only if set forth therein. The terms and conditions of the Act, the Resolution and the Assessment Agreement will control in the event of any conflict between the foregoing and the Financing Agreement.

All Qualified Improvement Projects are owned by the Property Owner, not the Municipality, and must be permanently affixed to the subject real property. This Program Guide shall not restrict Property Owner's right to sell, encumber or lease the Qualified Improvement Project in its discretion. If the Qualifying Improvement Project relates to an existing structure, the Financing Amount may not exceed twenty-five percent (25%) of the fair market value of the Tract assessed "as stabilized" and as determined by an Appraiser. If the Qualifying

Improvement Project relates to a new build or gut rehab, the Financing Amount may not exceed thirty-five percent (35%) of the fair market value of the Tract, determined in the same manner.

Conditions of closing for a Financing will include, but may not be limited to, the consent of the Lender (if any), that procedures for Recording the Notice of Assessment and Assessment Lien and Assignment of Assessment and Assessment Lien have been established, and that a schedule for timely repayment of the Financing Amount has been agreed to by the parties to the transaction.

A copy of the Qualified Capital Provider's approval letter, executed and notarized Lender Consent, draft Assessment Agreement and any outstanding application or project review documents must be submitted to the Program Administrator for final review. Once the Program Administrator has determined that all statutory and program requirements have been met, it will issue a final determination of eligibility to the applicant with a copy to the Qualified Capital Provider.

Closing

Prior to the closing of the Financing, the Property Owner and Lyon County will enter into an Assessment Agreement, in substantially the form attached hereto as Exhibit A, which shall be attached to a Notice of Assessment and Assessment Lien in substantially the form attached hereto as Exhibit B, executed by Lyon County and acknowledged, and Lyon County shall execute and have acknowledged an Assignment of Notice of Assessment and Assessment Lien, in substantially the form attached hereto as Exhibit C (collectively, the "City Closing Documents"). The Program Administrator will coordinate with Lyon County regarding the execution and acknowledgement of Lyon County Closing Documents. The Property Owner shall deliver Lyon County Closing Documents into escrow to be Recorded at the Closing and shall pay any fees owed to Lyon County or Program Administrator through escrow at Closing. The closing of the Financing, which requires that all project approval conditions have been met, will be managed by the Qualified Capital Provider, including the Recording of all Lyon County Closing Documents, which may occur through escrow. The Notice of Assessment and Assessment Lien (with the Assessment Agreement attached) must be Recorded prior to the Assignment of Assessment and Assessment Lien. By accepting the assignment of the Assessment and Assessment Lien, the Capital Provider agrees to assume responsibility for prosecution of said action of foreclosure independent of and without assistance or consent from Lyon County, in accordance with the terms of the Financing Agreement. Subsequently, the Qualified Capital Provider will disburse financed funds to the Property Owner in conjunction with the negotiated funds disbursement schedule set forth in the Financing Agreement.

Assessment

The Financing Amount may cover up to 100% of the cost of the Qualified Improvement Projects, including but not limited to, audits, Energy Audits, feasibility studies, equipment, maintenance, labor, and other costs directly related to the project over the project's life, and any C-PACE program administration costs as described in this Program Guide. The Assessment and Assessment Lien upon Recordation of the Notice of Assessment and Assessment Lien is not subject to any acceleration or extinguishment by the sale of any property on the account of nonpayment of general taxes and shall be assigned to and collected by the Qualified Capital Provider pursuant to the authority granted to Lyon County by the Act upon Recordation of the Assignment of Assessment and Assessment Lien. Installments of the Financing Amount not yet due must not be accelerated or eliminated by foreclosure. In the event of foreclosure, any liens securing the payment of general taxes must be satisfied before any installment payment of the Financing Amount.

The Assessment and Assessment Lien may remain with the Tract upon sale, including in the event of a foreclosure. In the event of default or delinquency, the Assessment and Assessment Lien may be enforced by judicial foreclosure in the manner of a mortgage in accordance with the Resolution and the Act.

At the time of a transfer of property ownership, including by foreclosure, the currently due and all past due balances of the secured Financing Amount together with any penalties or fees assessed under the Financing Agreement shall be due for payment; but future assessment payments shall continue as a lien on the property.

The person or entity acquiring title to the Tract in foreclosure or otherwise shall be responsible for installment payments of the secured Financing Amount that become due after the date of such acquisition.

Construction/Disbursement
The Capital Provider is responsible for managing the disbursements of the C-PACE Financing per the terms of the Financing Agreement. The Property Owner or lessee, as applicable, should refer to that agreement to understand the Capital Provider's requirements for periodic inspections, progress payments and change orders.

Post-Commissioning Report
Although not required by the C-PACE program, depending on the size and complexity of the project, the parties may consider a post-construction commissioning report performed by either the party performing the original installation of Qualified Improvement Project or a third party as agreed to in the contractor and Property Owner contract. Such reports typically contain, at a minimum:

- A statement that systems have been completed in accordance with the contract documents, and that the systems are performing as expected.
- Identification and discussion of any substitutions, compromises, or variances between the final design intent, contract documents, and as-built conditions.
- A description of the components and systems that exceed the owner's project requirements and those which do not meet the requirements and why.
- A summary of all issues resolved and unresolved and any recommendations for resolution.

Such post-construction commissioning report costs are eligible to be included in the Financing. The Program Administrator reserves the right to visit project sites to conduct post-construction commissioning oversight to verify the installation is in compliance with this Program Guide.

Servicing/Repayment
Financing granted under the C-PACE program is repaid to the Qualified Capital Provider by the Property Owner or lessee, as applicable, through installment payments as described in the Financing Agreement.

PROGRAM ADMINISTRATION

PROGRAM ADMINISTRATION

Sustainable Real Estate Solutions, Inc. (SRS) has been designated by Lyon County to administer the C-PACE program. SRS is responsible for program management and quality assurance, including prospective participants' (e.g., contractors, developers, Capital Providers) application processing, Property Owner, or lessee, as applicable, project application processing, and support services to all C-PACE stakeholders.

PROGRAM REQUIREMENTS

This section outlines the guidelines that govern all participants in the Lyon County C-PACE program. All participants agree to adhere to the terms and conditions of the program requirements.

District	The Program covers the entire geographic area within the corporate boundaries of Lyon County of Lyon County, Nevada.
Eligible Property	Qualifying Commercial or Industrial Real Property (i.e., any real property within the corporate limits of the District other than (i) a residential dwelling that contains fewer than five individual dwelling units, (ii) property financed by a government-guaranteed

financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under the Act, and (iii) property owned by the U.S. Department of Defense, and that meets the project eligibility requirements as further defined herein or in the Resolution or the Act.

All properties must be current on Real Estate taxes.

Eligible Applicant A Property Owner or its lessee who meets all the qualifications established by these guidelines.

Eligible Project A Qualified Improvement Project, meaning one of the following:

- Energy Efficiency Improvement Project (i.e., the installation or modification of one or more energy efficiency improvements that decrease or support the decrease of energy consumption or demand for energy through the use of efficiency technologies, products or activities and incidentals that are necessary, useful or desirable for any such improvements, and which installation or modification has a useful life of not less than ten (10) years). Energy Efficiency Improvement Projects must be evidenced by an Energy Audit, including a written analysis of the proposed improvements, performed by a Qualified Service Company.
- Renewable Energy Project (i.e., any improvement to real property and facilities and equipment used to generate electricity from renewable energy to offset customer load in whole or in part on the Real Property or to support the production of renewable or thermal energy, including, without limitation, energy storage and all appurtenances and incidentals necessary, useful or desirable for such improvements, facilities and equipment and which improvement has a useful life of not less than ten (10) years).
  Renewable Energy Projects must be evidenced by the opinion of a Qualified Service Company and supported by a written feasibility study. The Renewable Energy Project must not be used to sell or distribute renewable energy between Tracts unless the Renewable Energy Project is located on more than one (1) contiguous Tract, then it may be used to service the entire structure on the Real Property that is subject to the Assessment and Assessment Lien.

- Resiliency Project (i.e., an improvement to real property, facilities or equipment with a useful life of not less than ten (10) years that increases a building's structural resiliency for seismic events, improves indoor air quality, improves wind or fire resistance, improves stormwater quality or reduces on-site or off-site risk of flash flooding, improves or enhances the ability of a building to withstand an electrical outage, reduces or mitigates the urban heath island effect or the effects of extreme heat, reduces any other environmental hazard identified by a municipality, or enhances the surrounding environment in which the real property is located). A Resiliency Project must be evidenced by the opinion of a licensed professional in the field of resiliency projects and approved by the Jurisdiction pursuant to NRS 271.6325.

- Water Efficiency Improvement Project (i.e., an improvement to real property, facilities or equipment and all necessary appurtenances and incidentals thereto with a useful life of not less than ten (10) years that is designed to reduce the water consumption of the real property or conserve or remediate water in whole or in part on the real property). A Water Efficiency Improvement Project must be evidenced by the opinion of a Qualified Service Company in a written analysis.

Energy Audit

An "Energy Audit" is a formal evaluation of the energy consumption of a permanent building or any structural improvement to real property that is consistent with the requirements of ASTM International Standard E2797, "Standard Practice for Building Energy Performance for a Building Involving a Real Estate Transaction," the ASHRAE Level 2 or 3 guidelines for energy audits or any comparable energy assessment guidelines, as applicable.

A "Qualified Service Company" means a person with a record of established projects or a person with demonstrated technical, operational, financial, and managerial capabilities to design and carry out operating cost-savings measures and other similar building improvements.

Program Eligibility

There is no program required minimum project dollar amount which may be financed. Any Qualified Improvement Project is owned by the Property Owner not the Municipality and must be permanently affixed to the subject real property. If the Qualifying Improvement Project relates to an existing structure, the Financing Amount may not exceed twenty-five percent (25%) of the fair market value of the Tract assessed as determined by an Appraiser. If the Qualifying Improvement Project relates to a new build or gut rehab, the Financing Amount may not exceed thirty-five percent (35%) of the fair market value of the real property, determined by an Appraiser.

The outstanding amount owed on all Recorded instruments which are liens against the Tract, including the Financing Amount, may not exceed ninety percent (90%) of the estimated fair market value of the Tract assessed, as determined by an Appraiser.

Security

A C-PACE Financing is secured by an Assessment and Assessment Lien Recorded against an eligible property, that:

- Is not subject to any acceleration or extinguishment upon the sale of any property on account of the nonpayment of general taxes;
- As to the current C-PACE installment payment that is due and any Delinquent C-PACE Payments, is prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450 (provided a written Lender Consent is executed by each Lender) and shall run with title to the property.

Eligible Costs

Eligible costs to include in the Financing include the costs of:

- Energy Audits, feasibility studies and other written analyses,
- Qualified Improvement Project(s), including materials and labor for installation or modification thereof,
- Improvements that are directly related to the installation of Qualified Improvement Projects (for example, the cost of a roof replacement to support a roof-mounted solar photovoltaic installation),
- Commissions, closing fees, inspection fees, financing origination fees, interest, and other C-PACE program costs.
- Permit and inspection fees of Lyon County,
- Program administrative fees,
- Project development, architectural and engineering fees,
- Third-party review fees,
- Capitalized interest under the Financing Agreement,

- Interest reserves under the Financing Agreement,
- Escrow for prepaid property taxes and insurance, and
- Any other fees or costs that may be incurred by the applicant incident to the installation, modification, or improvement of a Qualified Improvement Project.

Maximum Term Financing Term shall not exceed the expected useful life of the Qualified Improvement Project or, if the Qualified Improvement Project includes more than one improvement, the weighted average expected life of all Qualified Improvement Projects financed by the Financing Agreement.

Amortization The Financing Amount shall be fully amortized in the installment payments over the Financing Term as agreed to in the Financing Agreement.

Billing and Payment The billing of installment payments of the Financing Amount will be managed by the Qualified Capital Provider in accordance with the terms of the Financing Agreement. Installment payments will be remitted by the Property Owner or lessee, as applicable, to the Qualified Capital Provider.

Evidence of Ownership A title report is required prior to closing of the Financing to show evidence of ownership and all encumbrances Recorded against the subject property.

Written Consent of Program Participants Each person or entity meeting the definition of "Lender" on or before the effective date of the Assessment and Assessment Lien shall consent in writing to the placing of the Assessment and Assessment Lien against the Tract to pay all or a portion of the cost of the Qualified Improvement Project. A signed Lender Consent must be in a Recordable form and is binding on the Lender who signs the consent and its successors and assigns.

Each Lender Consent and any amendment thereto must be Recorded, and, once Recorded, is binding on the Lender who signed the consent and any other who holds any interest in the Tract to which the Lender Consent relates.

New Construction New construction projects are eligible for the Program. See the Project Technical Standards and Review, New Construction Requirements section below for details.

RETROACTIVE/REFINANCING

Qualified Improvement Projects include the refinancing of existing properties that have had Qualified Improvement Projects installed and completed no more than three (3) years prior to the date of Project Application.

PARTICIPATION IN REBATE/INCENTIVE PROGRAMS

Although not required, the C-PACE program encourages Property Owners to pursue all available federal investment tax credits, utility rebates, and incentive programs. Rebates and incentive programs provide participants with cash payments or tax credits for implementing energy, water, and resiliency improvements, thereby reducing overall project costs and the total amount the Property Owner or lessee, as applicable, will need to finance. Rebate and incentive programs can also act as a third-party check on the validity of the proposed improvements.

NV Energy's (NVE) Business Energy Services program offers technical assistance and cash incentives for energy efficient equipment and lighting products that save energy and lower utility bills. For further information or to view application documents visit the Retrofit for Existing Buildings resources webpage. Moreover, NVE offers a Solar Incentives program, including an up-front installation incentive for solar PV systems that generate up to 25 kilowatts (kW) of electricity. Alternatively, Production-Based Incentives are available for systems that generate more than 25 kW and up to 500 kW. For more information visit the Solar Incentives webpage.

Southwest Gas Commercial Services program offers energy efficiency rebates and promotions on qualifying natural gas equipment. For further information access the rebates and promotions search tool.

Energy Audits submitted for C-PACE project eligibility can include applicable utility incentives or rebates. Such incentives can lower the cost of eligible energy improvements, reducing the required amount financed. Contact the Program Administrator for further information.

Program Participation Fee

The Lyon County C-PACE program is designed to be self-sustaining. The program administration fee charged to participants is intended to cover the startup and recurring operating costs associated with administering the program. The following fee shall be collected at Closing by the Program Administrator to offset its costs and Lyon County's costs associated with administering the program.

- One-time Fee: A one-time program administration fee equal to 2.6 percent of the Financing Amount, not to exceed $75,000 per Financing, is applied to each Qualified Improvement Project. Such fee shall be disbursed to the Program Administrator at the Closing of Financing by the Qualified Capital Provider.

Project Financing interest rates and any applicable Qualified Capital Provider closing fees will be set by the Qualified Capital Provider in the Financing Agreement.

Eligibility (Property and Project)

Eligible Properties & Projects

Properties eligible for Lyon County C-PACE Financing must be located within the boundaries of Lyon County of Lyon County, i.e., the District, (view map) and be a Qualifying Commercial or Industrial Real Property. In addition, a property must:

- Be current on Real Estate Taxes;
- Be current on all loans secured by a mortgage or deed of trust;
- Not be insolvent or subject to bankruptcy proceedings; and
- Not be in dispute of title to the property.

New construction is also eligible. See requirements on the next page.

Eligible Improvements

The examples included in this section are not all-inclusive and are expected to change over time. If a proposed improvement or expense is not on this list, contact the Program Administrator with a description of the improvement or expense for consideration.

Energy Efficiency Improvement Projects. Examples include, but are not limited to:

- Automated building controls (BMS, EMS)
- Boilers, chillers, and furnaces
- Building envelope (insulation, glazing, windows, etc.)
- Combined heat and power (CHP) systems
- Fuel cells
- High-efficiency lighting
- Hot water systems
- HVAC upgrades
- Roof replacement that improves energy efficiency (reflective/cool roof, enhanced insulation, or combined with a solar system installation)
- Variable speed drives on motors, pumps, and fans
- Waste heat recovery technologies.

Renewable Energy Projects. Examples include:

- Geothermal systems
- Hydroelectric systems
- Small wind systems
- Solar photovoltaic (roof upgrade/replacement for rooftop systems is also eligible)
- Solar thermal.

Resiliency Projects. Examples include:

- Indoor air quality systems
- Seismic retrofits
- Stormwater systems that reduce on-site or off-site risk of flash flooding
- Wind and fire resistance.

Water Efficiency Improvement Projects. Examples include:

- Irrigation systems that improve water efficiency.
- Water efficient fixtures (low-flow faucets, toilets, etc.).

New Construction

In addition to existing building retrofits, C-PACE provides a compelling financing opportunity for new construction in Lyon County. This attractive C-PACE financing structure can unlock capital to enable a Property Owner or lessee to achieve higher building performance—improvements that are often "value engineered" out of a project. C-PACE new construction financing may also reduce the Property Owner or lessee's, applicable, equity contribution, the need for mezzanine financing or other types of new construction financing, thereby reducing the weighted average cost of capital.

When applying for C-PACE financing for a new construction project the applicant must demonstrate using whole-building energy modeling that the as-designed modeled energy performance will meet or exceed the code compliant modeled energy baseline. The existing Lyon County energy code is IECC 2018/ASHRAE 90.1-2016.

PROJECT TECHNICAL STANDARDS AND REVIEW

AUDIT REQUIREMENTS

As a condition of financing Qualified Improvement Projects, C-PACE requires the performance of a specific technical review depending on the improvement.

For an Energy Efficiency Improvement Project, the project must be determined to be appropriate by the Program Administrator through an Energy Audit conducted by a Qualified Service Company. An existing building retrofit project may be determined to be appropriate if the Energy Audit contains, at a minimum:

- Description of the real property and the proposed project;
- Baseline utility consumption and cost data, including the most recent 12 months of electricity and fuel utility bills;
    - A copy of a recent electricity and fuel utility bill to verify the utility rate schedule;
    - If utility billing data is unavailable, and energy modeling is used to establish baseline energy use, provide supporting documentation used to inform the model;
- Description of the energy conservation measures (ECMs), including manufacturer's equipment data sheets, including the effective useful life (EUL) for each ECM;
- Estimated cost of each ECM, including related costs eligible for C-PACE Financing, and applicable utility incentives or rebates; and
- Projected annual energy savings for each ECM, expressed in British thermal units, kilowatt- hours, and kilowatts, including supporting documentation, e.g., live spreadsheets, or dynamic building simulation input files/output reports detailing the savings calculation methodology and key assumptions (e.g., annual utility cost escalation and equipment performance degradation factors) commensurate with the project's complexity level.

For a Renewable Energy Project, the project must be determined to meet the definition of Renewable Energy Project by a Qualified Service Company, supported by a written feasibility study.

The feasibility study shall provide technology and financing recommendations that a Property Owner or lessee, as applicable, should pursue. Ultimately, the feasibility study must provide enough information for the Property Owner or lessee, as applicable, and design team to make informed decisions about the types of technologies to include in the final project design. Such analysis should contain, at a minimum:

- Description of the real property and the proposed project, including a schematic of solar photovoltaic (PV) system design and interconnection;
- Baseline electricity consumption and cost data, including the most recent 12 months of electricity utility bills;
    - A copy of a recent electricity utility bill to verify the utility rate schedule;
    - If utility billing data is unavailable, and energy modeling is used to establish baseline energy use, provide supporting documentation used to inform the model;
- Description of the solar PV system, e.g., panels and inverters, including manufacturer's equipment data sheets, and the effective useful life (EUL) for each component;
- Projected annual energy production from the PV system, including supporting documentation from modeling applications, e.g., PVWatts®, Aurora, HelioScope or similar solar PV system software, with key assumptions (e.g., annual utility cost escalation and equipment performance degradation factors);
- Estimated cost of the solar PV system, including the inverter(s) and related costs eligible for C- PACE Financing, and applicable utility incentives, rebates or renewable energy credits;
- Warranty information to validate the inverter(s) EUL is commensurate with the term of Financing;

- Investment tax credit and MACRS accelerated depreciation supporting documentation;
- Shading study describing level of shading present and basis for the calculations, where applicable; and
- For roof-mounted systems:
    - Written professional opinion from a roofing specialist regarding roof condition and estimate of remaining roof useful life; and
    - Written professional opinion from a structural engineer regarding the ability of the existing structure to support the solar PV system.

For Resiliency Projects, the project must be determined to be appropriate by the Program Administrator through a feasibility study conducted by a licensed professional in the relevant field of the Resiliency Project. For example:

- An architect registered pursuant to chapter 623 of NRS;
- A landscape architect registered pursuant to chapter 625 of NRS;
- A professional engineer licensed pursuant to chapter 625 of NRS;
- An environmental health specialist that has a certificate of registration pursuant to chapter 625A of NRS;
- A land use planner certified by the American Institute of Certified Planners;
- Other licensed professionals applicable to a specific Resiliency Project.

Project applicants are responsible for all costs and fees incurred to complete the C-PACE program application, including costs associated with an Energy Audit, feasibility study or other requirements. While such costs are typically included in the Financing, in cases where the project does not move forward, the applicant will be responsible for any payments due to contractors or other third parties engaged by the Property Owner or lessee, where applicable.

Property Owner Participation and Process

Benefits

Many Property Owners lack the capital they need to pay for Qualified Improvement Projects, which means many beneficial projects never get off the ground. The C-PACE program benefits Property Owners by providing access to affordable, long-term capital at competitive rates. C-PACE Financing:

- Requires no upfront, out-of-pocket costs;
- Provides long-term financing;
- Lowers energy costs;
- Generates positive cash flow;
- Improves lessee or employee comfort; and
- Can transfer to the next owner if the building is sold.

Eligibility

The Property Owner of a Qualifying Commercial or Industrial Real Property located in the District is eligible to participate in the C-PACE program. Owners of nonprofits, e.g., houses of worship and private schools and universities, may also be eligible.

Note that as is typical of any commercial loan, the Qualified Capital Provider financing the project may request the following information[1] to support their underwriting efforts:

- A copy of the most recent mortgage statement and appraisal;
- The current year (year-to-date) income/expense statement for the real property;
- The previous two years' income/operating statements, statements of cash flows, and balance sheets for the real property;
- The previous two years audited (if available) income/operating statements, statements of cash flows, and balance sheets (audited or reviewed, if available) for the lessees' business;
- A table listing all lessees, their monthly (or annual) lease payments, the percentage of the building they occupy, and the end date of their existing leases; and/or
- The previous year's federal tax returns if the Property Owner is planning to claim the value of the federal Investment Tax Credit or MACRS depreciation.

PROCESS

To get started, Property Owners or lessees, as applicable, work with a Qualified Service Company of their choice to perform required eligibility studies. Property Owners or lessees, as applicable, can select one or more registered contractors from the program's directory or ask a preferred contractor to register with the program to construct the Qualified Improvement Project. Lyon County and its Program Administrator make no representations or warranties with respect to registered contractors and does not qualify or evaluate registered contractors.

[1] This list is only a guide. At the discretion of the capital provider the provider may not require some of the items listed and/or may request and require other information not included in this list.

The owner should request the contractor to review the building's energy efficiency opportunities and discuss the improvements that would benefit their building.

Next, the Property Owner lessee, as applicable, will submit a project application. Once the project has been reviewed for eligibility by the Program Administrator, the contractor and the Property Owner or lessee as applicable work together to determine the final project scope, optimized for C-PACE Financing. Such process typically analyzes the following data:

- Key assumptions that support the technical and financial analytics;
- Costs of the Qualified Improvement Projects;
- Projected energy use and cost savings; and
- Projected cash flows.

Once the final project scope has been determined, the Property Owner selects a Qualified Capital Provider of its choice to enter into a Financing Agreement. In cases where the Property Owner has not pre-selected a Capital Provider, the Program Administrator can share pre-approved project information with Qualified Capital Providers for their determination of project funding interest.

NEW CONSTRUCTION DEVELOPER PARTICIPATION AND PROCESS

NEW CONSTRUCTION PROJECTS

The C-PACE Financing structure can unlock capital to enable a Property Owner or lessee to achieve higher building performance—improvements that are often value-engineered out of a project.

BENEFITS

Property Owners planning to construct a new building can use C-PACE Financing to reduce their weighted average cost of capital. With C-PACE, Property Owners can access C-PACE Financing in an amount not to exceed thirty-five percent (35%) of the fair market value of the real property, determined by an Appraiser, provided they design the new building to meet or exceed the current City of Lyon County energy code (IECC 2018/ASHRAE 90.1-2016).

Financing is provided by private Capital Providers in an open market. This means you can choose the most competitive rates and terms. The C-PACE Financing is secured by an Assessment and Assessment Lien that Recorded against real property, similar to a sewer district assessment. You can transfer the assessment to a new owner if you sell the property.

ELIGIBILITY

Property Owners, including nonprofits such as houses of worship, private schools and universities, planning new Qualifying Commercial or Industrial Real Property, can take advantage of the C-PACE program.

PROCESS

Once a project application is received, the Program Administrator will coordinate as needed with the parties involved. The purpose of this coordination is to understand the project, review C-PACE requirements (particularly with respect to building energy simulation modeling) and ensure consistency with potential utility incentives.

Applicants are required to provide total Qualified Improvement Project construction cost by trade component. The applicant will also be required to demonstrate using whole-building energy modeling that the as-designed modeled energy performance will meet or exceed the code compliant modeled energy baseline. The existing Lyon County energy code is IECC 2018/ASHRAE 90.1-2016. The C-PACE eligible finance amount for a building that meets or exceeds the code compliant baseline will be up to a maximum of 35% of the fair market value of the building "as stabilized," as determined by an Appraiser.

CONTRACTOR PARTICIPATION AND PROCESS

BENEFITS

Many Property Owners lack the capital they need to pay for Qualified Improvement Projects, which means many of the projects that contractors propose never get off the ground. Fortunately, there is a new way for Property Owners of Qualifying Commercial or Industrial Real Property can finance such projects, and it's proving to be extremely attractive. It's called C-PACE, and it enables you to propose to your customers projects that could have 6 unique and compelling features:

- Requires no upfront, out-of-pocket costs;
- Provides long-term financing;
- Lowers energy or water costs or improved resiliency;
- Generates positive cash flow;
- Improves lessee or employee comfort;
- Can transfer to the next owner if the real property is sold.

This innovative, government-sponsored program paired with private financing has been shown to remove the barriers that often stall jobs. As a result, projects get off the ground more quickly—and grow your business in the process.

ELIGIBILITY

Any independent contractor with a contractor license in the State of Nevada with applicable local licenses is eligible to become a C-PACE-registered contractor. Lyon County, Lyon County's Program Manager, the Lyon County C-PACE program and its Program Administrator are not recommending or endorsing any specific contractor or warranting the reliability of any such contractor. Nevertheless, a Property Owner or lessee, as applicable, is free to select their own contractor, provided that it holds appropriate licenses.

HOW TO REGISTER

Contractor registration is a simple, two-step process. First, a contractor must attend a training session to learn about the benefits of the C-PACE program, how it works, and how to access the free support services offered by the program administrator. Visit the program website to see the training workshop schedule. Next, the contractor must fill out and submit a short application, which the program administrator will use to verify that the contractor meets the program's requirements. To participate in the C-PACE program, the contractor must:

- Attend a training workshop;
- Hold all applicable state and local licenses, and provide a copy of such licenses to the Program Administrator; and
- Apply to, and be approved by, the Program Administrator.

Once the Program Administrator confirms that the contractor is eligible to participate in C-PACE, the firm is notified and listed on the program's website. Note that Property Owners and lessees can select the contractor of their choice, provided the contractor meets the C-PACE requirements.

Contractors who are not yet registered but who have projects they wish to propose for C-PACE Financing should contact the Program Administrator, submit the project for pre-screening, and register for the next available contractor training event. Simultaneous registration and project pre-screening will minimize project delays.

Each registered contractor shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including in Lyon County of Lyon County and the State of Nevada, and shall have the legal authority and power to offer, sell and/or install improvements that are permanently affixed to real property. Each registered contractor shall comply with all applicable municipal, state and federal laws and regulations in the sale, provision, installation and financing of improvements and professional services.

The C-PACE program makes no assurance that any person or entity will gain additional business or any other business advantage from being a registered contractor and assumes no liability. Each registered contractor waives the right to bring or assert any claim against the C-PACE program and its vendors relating to its registration, and releases C-PACE and its vendors from any and all liability. The C-PACE program reserves the right to remove a registered contractor from the program for any reason or no reason.

PROCESS

Qualified Service Companies will work with the Property Owner or lessee, as applicable, the registered contractor and Program Administrator to:

- Select and prequalify buildings;
- Perform preliminary project scoping;
- Prepare proposals and review them with the Property Owner;
- Develop and optimize project scenarios;

- Conduct project technical reviews; and
- Install Qualified Improvement Projects.

TECHNICAL SUPPORT

A C-PACE project can be complex because it requires the use of sophisticated technical and financial projections that require the participation of multiple stakeholders. For this reason, C-PACE-registered contractors and Qualified Service Companies may receive limited technical support at no cost from the Program Administrator. Services include:

- Discussing projects for C-PACE Financing suitability;
- Preparing financial and savings calculations; and
- Attending meetings with Property Owners to explain the program benefits and technical calculations.

Contractors should contact their own accountants, attorneys, or other consultants for any additional support needed.

CAPITAL PROVIDER PARTICIPATION AND PROCESS

BENEFITS

A C-PACE Financing is secured by an Assessment and Assessment Lien Recorded against an eligible property, that:

- Is not subject to any acceleration or extinguishment upon the sale of any property on account of the nonpayment of general taxes;
- As to the current C-PACE installment payment that is due and any Delinquent C-PACE Payments, is prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450 (provided a written Lender Consent is executed by each Lender) and shall run with title to the property.

As a result, Capital Providers who work with the C-PACE program may receive attractive project funding opportunities.

ELIGIBILITY

The C-PACE program seeks to stimulate the market through an open-access-to-capital model. For this reason, C-PACE is open to all Capital Providers that meet the program's eligibility criteria. By establishing Capital Provider eligibility criteria, Lyon County, Lyon County's Program Manager, the Lyon County C-PACE program and its Program Administrator are not recommending or endorsing any specific Capital Provider or warranting the reliability of any such Capital Provider.

HOW TO QUALIFY

Capital Providers with an interest in financing Qualified Improvement Projects in the C-PACE program are encouraged to download, complete, and return the Capital Provider application. You may download this application here. Once the application is reviewed and approved (the approval process can take up to 10 business days), the Capital Provider can choose to have its name and logo displayed on the C-PACE website for marketing purposes. By establishing Capital Provider registration, Lyon County and its Program Administrator are not recommending or endorsing any specific Capital Provider.

Qualified Capital Providers, which provide Financing to eligible Property Owners, are responsible for underwriting each C-PACE Financing transaction to determine whether or not to invest in a project. Each project will be subject to technical review by the Program Administrator to confirm eligibility per the Act, the Resolution and the Program Guide.

If a Qualified Capital Provider chooses to finance a project, it will enter into a Financing Agreement with the Property Owner or lessee, as applicable. This document details the terms and conditions under which the Financing will be made. The billing of installment payments of the Financing Amount will be managed by the Capital Provider and will be remitted by the Property Owner or lessee, as applicable, to the Capital Provider.

The eligibility criteria for Capital Providers pursuant to NRS 271.6325(3) are: Each Qualified Capital Provider shall be and remain licensed, authorized to conduct business, and in good standing in all jurisdictions in which it conducts business, including in Lyon County of Lyon County and the State of Nevada, and shall have the legal authority and power to provide financing for the installation of Qualified Improvement Projects that are permanently affixed to real property. Each Qualified Capital Provider shall comply with all applicable municipal, state, and federal laws and regulations in the financing of Qualified Improvement Projects and in providing professional services.

The C-PACE program makes no assurance that any person or entity will gain additional business or any other business advantage from being a Qualified Capital Provider and assumes no liability. The C-PACE program reserves the right to revoke the eligibility of any Capital Provider for any reason that Lyon County or its Program Administrator finds to be in violation of the program's mission and practices.

Ways to Participate

Qualified Capital Providers can participate in C-PACE in two ways:

1. Work with Property Owners to underwrite projects and help them prepare their application for Program Administrator approval. We encourage Capital Providers to register with the program and become Qualified Capital Providers *prior* to submitting a project application.
2. Collaborate with the Program Administrator to evaluate funding opportunities. In some instances, Property Owners or lessees may apply for C-PACE without a pre-selected Capital Provider. In this case, the Program Administrator will share pre-approved project information with Qualified Capital Providers for their determination of project funding interest.

Mortgage Holder Participation and Process

Benefits

Building upgrades are designed to generate cost savings that will, over the effective useful life of the improvements, result in improved net operating income, increased asset value, and a positive return on their investment. As a result of the Property Owner or lessee's increased cash flow, the Lender's loan is more secure, and the property is more attractive to current and potential lessees and buyers. In addition, acceleration is not a remedy for the Capital Provider to enforce its lien as already described.

Across the country, commercial property assessed clean energy programs have been embraced by more than 170 national, regional, and local mortgage holders. View a list of consenting mortgage holders.

PARTICIPATION

The C-PACE program provides up to 100 percent financing to Property Owners and lessees of new and existing buildings, located in Lyon County of Lyon County, who are looking to modernize and improve the value of their Qualifying Commercial or Industrial Real Property.

A C-PACE Financing is secured by an Assessment and Assessment Lien Recorded against an eligible property, that:

- Is not subject to any acceleration or extinguishment upon the sale of any property on account of the nonpayment of general taxes;
- As to the current C-PACE installment payment that is due and any Delinquent C-PACE Payments, is prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS 361.450 (provided a written Lender Consent is executed by each Lender) and shall run with title to the property.

As a result, the C-PACE program requires Property Owners to obtain the written consent of all persons and entities who qualify as "Lenders" on or before the effective date of the Assessment and Assessment Lien prior to securing C-PACE Financing.

PROCESS

A Property Owner or lessee who wishes to pursue C-PACE Financing will, often in collaboration with the Program Administrator, seek a meeting with a Lender. At the meeting, the Property Owner, lessee or Program Administrator will describe the program's requirements and answer the Lender's questions. In addition, the Program Administrator will provide a description of the independent quality assurance technical review process.

Assuming all parties agree that a project is worth pursuing, the project will move to development and underwriting. As part of the underwriting process, the Program Administrator will support the Lender's project review, as needed.

CONSENT

Once the Property Owner and lessee, if applicable, are satisfied with project design and cost, the Program Administrator will review the scope of work and, assuming it meets program eligibility requirements, make a determination that it is eligible for financing under the Act, the Resolution and the Program Guide.

The Property Owner will then meet with the Lender to provide a summary of the project's key assumptions. To facilitate the Lender's due diligence process, this review will include a description of the equipment to be replaced, the projected financial metrics, and the enhanced cash flows that will result from the Qualified Improvement Projects.

Upon consent request approval, a Lender will execute a Lender Consent and return it to the Property Owner (borrower) enabling the Property Owner or lessee, as applicable, to proceed with the C-PACE Financing.

Each Lender Consent will be Recorded, and once Recorded is binding on the Lender who signed the Lender and any other person who holds any interest in the Tract to which the Lender Consent relates.

GENERAL TERMS AND PROVISIONS

TAXES

Property Owners are solely responsible for any local, state, or federal tax consequences of their participation in the C-PACE program.

CHANGES IN THE PROGRAM TERMS; SEVERABILITY

C-PACE reserves the right to change this Program Guide and the terms and provisions set forth within at any time without notice in compliance with the Resolution and the Act. The Financing Agreement executed between the Property Owner or lessee, as applicable, and the Capital Provider, and the Assessment Agreement between the Property Owner and Lyon County, establish the Property Owner's and lessee's, if applicable, rights. This Program Guide is only a reference document.

DISCLOSURE OF PROPERTY OWNER INFORMATION

Applicants acknowledge and agree that Lyon County is subject to State of Nevada public records and reporting requirements and therefore agree to allow Lyon County and the Program Administrator to disclose personal/corporate information to third-parties when such disclosure is essential to the operation of the Program, required by applicable law, or necessary to provide services to the Applicant. Neither Lyon County nor the Program Administrator will provide applicant information to third parties for telemarketing, email, or direct mail solicitation purposes.

RELEASES AND INDEMNIFICATION

By submitting an application, the applicant acknowledges that C-PACE was formed solely to help applicants finance Qualified Improvement Projects. C-PACE is a financing program only and is not responsible for the installed Qualified Improvement Projects or their performance. Property Owners are responsible for payment of Financing Amount regardless of whether the products are properly installed or operate as expected. Neither Lyon County, its Governing body, its officers or employees, or its Program Administrator are personally liable as a result of exercising any rights or responsibilities granted under the Program other than for their willful misconduct. Lyon County shall not pledge, offer, or encumber its full faith and credit under the Program. Lyon County shall not be liable for any amounts due related to a Qualified Improvement Project approved pursuant to the Program.

FOR MORE INFORMATION CONTACT

Program Administrator
Brian J. McCarter
Sustainable Real Estate Solutions, Inc. (SRS) Phone: (203)
459-0567
Email: BMcCarter@PACEworx.com

Lyon County C-PACE Resolution

LYON COUNTY C-PACE RESOLUTION

No. _____

RESOLUTION CREATING A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO PROVIDE THE MEANS OF FINANCING ONE OR MORE ENERGY EFFICIENCY IMPROVEMENT PROJECTS, RENEWABLE ENERGY PROJECTS, WATER EFFICIENCY IMPROVEMENT PROJECTS OR RESILIENCY PROJECTS FOR QUALIFYING COMMERCIAL OR INDUSTRIAL REAL PROPERTY; TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, NRS Chapter 271 at Sections 271.6312-6325, as amended by SB 283 (collectively, the "Act") enables Nevada County's, without an election, to adopt a resolution whereby the Governing Body of the County specifies the procedure for the creation and administration of a district, which may constitute the entire jurisdictional boundaries of the County, with the purpose of financing one or more Qualifying Improvement Projects with willing owners of Qualifying Commercial or Industrial Real Property ("District"), a program generally known as a "Commercial Property Assessed Clean Energy Program" or "C-PACE Program"; and

WHEREAS, the Lyon County Board of County Commissioners (hereinafter the "Board of Commissioners") hereby finds and determines that the improvements to be made and financed under a C-PACE Program with the County may reasonably be expected to (i) renew and revitalize existing commercial and industrial properties; (ii) enhance the value of both existing and new commercial and industrial properties; (iii) improve the marketability and profitability of such improved properties (iv) generate local construction jobs; (iv) lead to the creation of additional jobs by the businesses which thereby become more profitable; (vi) improve air quality; (vii) and support progress towards the County's goal to encourage green building, reduce climate pollution, and expand the clean energy economy; and (viii) strengthen the local economy, and that accordingly, the adoption of a resolution to enable the County's C-PACE Program is in the public interest; and

WHEREAS, the construction or renovation of energy efficient buildings or projects with renewable energy and other energy conservation systems that exceed current building energy code requirements will enhance the tax base of Lyon County and make such buildings more attractive to owners and tenants, and thereby promoting employment and economic growth; and

WHEREAS, the Board of Commissioners finds that creation of a District within the boundaries of the County serves the public purposes of resource conservation, reducing emissions and increasing resiliency of the County pursuant to NRS 271.6315(1)(a).

NOW, THEREFORE, THE LYON COUNTY BOARD OF COUNTY COMMISSIONERS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1 PROGRAM CREATION

1 Lyon County, Nevada (hereinafter "County"), a political subdivision of the State of Nevada, hereby creates the Lyon County C-PACE Program as of the Effective Date by adoption of this Resolution.

SECTION 2

DEFINITIONS

2.1 Capitalized terms used herein but not otherwise defined have the meanings given such terms in the Act.

2.2 **"Assessment"** and **"Assessment Lien"** means a voluntary lien created by the County against any tract specifically benefited by any Qualified Improvement Project to defray wholly or in part the cost of the project, in an existing structure or new construction, which lien shall be made on a Qualifying Commercial or Industrial Real Property, as secured by a Recorded Notice of Assessment and Assessment Lien, and which shall not be subject to acceleration or extinguishment by the sale of any property on account of the nonpayment of general taxes, and is prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the tract pursuant to the provisions of NRS 361.450.

2.3 **"Assessment Agreement"** means the voluntary contract, signed by the County and the Property Owner, whereby the Property Owner agrees to an Assessment and Assessment Lien imposed and Recorded on its Tract as security for repayment of Financing received pursuant to a Financing Agreement.

2.4 **"Capital Provider"** means any private entity or the designee, successor or assign of the private entity that provides Financing for a Qualified Improvement Project pursuant to the Act.

2.5 **"County"** means Lyon County, Nevada, a political subdivision of the State of Nevada.

2.6 **"County Program Manager"** means an employee of County designated as the Program Manager appointed to run the Lyon County C-PACE Program and act as liaison with the Program Administrator.

2.7 **"C-PACE"** means Commercial Property Assessed Clean Energy.

2.8 **"C-PACE Assignment"** means a written assignment of the Notice of Assessment and Assessment Lien executed by the County for the benefit of the Qualified Capital provider that provided the financing for the Qualified Improvements Project which shall be Recorded to evidence the County's assignment of the Assessment and Assessment Lien, a form of which C-PACE Assignment is attached to the Program Guide.

2.9 **"Delinquent C-PACE Payment"** means any Installment Payment of the Financing Amount that was not paid by Property Owner when due, which shall include without limitation, all interest, late fees, and penalties incurred pursuant to the Financing Agreement.

2.10 **"Effective Date"** means _____, 2025, i.e., the date this Resolution goes into effect.

2.11 **"Energy Efficiency Improvement Project"** means the installation or modification of one or more energy efficiency improvements that decrease or support the decrease of energy consumption or demand for energy through the use of energy efficiency technologies, products or activities and incidentals which are necessary, useful, or desirable for any such improvements and which installation or modification has a useful life of not less than ten (10) years.

2.12 **"Financing"** means the C-PACE Financing or refinancing described in the Financing Agreement, which is financed by the Qualified Capital Provider for one or more Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property.

2.13 **"Financing Agreement"** means the contract pursuant to which a property owner or lessee, as applicable, agrees to repay the capital provider for financing or refinancing a qualified improvement project, including, without limitation, any finance charges, fees, debt servicing, interest, penalties, and any other provision relating to the treatment of prepayment or partial payment, billing, collection and enforcement of the assessment and lien securing the Financing.

2.14 **"Financing Amount"** means the aggregate amount of the Financing, including interest, any finance charges, fees, debt servicing, costs, and penalties as are described in the Financing Agreement.

2.15 **"Financing Term"** means the term of the Financing, as described in the Financing Agreement.

2.16 **"Lender"** means a mortgagee, the beneficiary of a deed of trust or other creditor who holds a mortgage, deed of trust, or other Recorded instrument that encumbers the Tract to secure the Financing as security for the repayment of a loan.

2.17 **"Lender Consent"** means the instrument by which any Lender consents in writing to the creation of an Assessment and Assessment Lien against the Tract to pay all or a portion of the cost of the installation or improvement of a Qualified Improvement Project. Each consent must be Recorded and once Recorded is binding on the Lender as well as their successors or assigns.

2.18 **"Notice of Assessment and Assessment Lien"** means the document executed by the County and Recorded to evidence the Assessment and Assessment Lien, a form of which Notice is attached to the Program Guide.

2.19 **"Program"** means the Lyon County C-PACE Program created by County through adoption of this Resolution consistent with the Act.

2.20 **"Program Administrator"** means the person or entity contracted in writing by the County to assist with the planning and administration of the C-PACE Program.

2.21 **"Program Guide"** means the comprehensive document which sets forth standard forms and establishes appropriate guidelines, specifications, and criteria for the underwriting and approval of a Qualified Improvement Project from time to time published by the Program Administrator and approved by the County Program Manager. The Program Guide is hereby adopted by the County pursuant to NRS 271.6325(2).

2.22 **"Property Owner"** means all the owners of record of a Tract on which a Qualified Improvement Project is installed.

2.23 **"Qualified Capital Provider"** means a Capital Provider approved by the Program Administrator. The term includes any designee, successor, or assign of the entity that provides Financing as the Capital Provider for Qualified Improvement Project.

2.24 **"Qualifying Commercial or Industrial Real Property"** means any real property within the District other than (i) a residential dwelling that contains fewer than five (5) individual dwelling units; or (ii) property financed by a government-guaranteed financing program that prohibits the subordination of the government's interest in the property or otherwise prohibits a contract under the Act and that meets the project eligibility requirements as further defined herein. This term does not include any real property owned by the U.S. Department of Defense pursuant to NRS 271.6315(3).

2.25 **"Qualified Improvement Project"** means one or more of an Energy Efficiency Improvement Project, Water Efficiency Improvement Project, Renewable Energy Project, or Resiliency Project which are permanently affixed to real property in an existing structure or in new construction performed pursuant to the Act, that meet the project eligibility requirements as further defined herein.

2.26 **"Record"** and its derivatives mean to record in the official records of the Office of the County Recorder, Lyon County, Nevada.

2.27 **"Renewable Energy Project"** means any improvement to real property, and facilities and equipment used to generate electricity within the County from renewable energy to offset customer load in whole or in part on the real property, or to support the production of renewable or thermal energy including, without limitation, energy storage, and all appurtenances and incidentals necessary, useful, or desirable for any such improvements, facilities and equipment, and which improvement has a useful life of not less than ten (10) years.

2.28 **"Resiliency Project"** means a qualified improvement to real property, facilities, or equipment with a useful life of not less than ten (10) years that:

1. Increases a building's structural integrity for seismic events;
2. Improves outdoor air quality;
3. Improves wind or fire resistance;
4. Improves stormwater quality or reduces on-site or off-site risk of flash flooding;
5. Improves or enhances the ability of a building to withstand an electrical outage;
6. Reduces or mitigates the urban heat island effort or the effects of extreme heat;
7. Reduces any other environmental hazard identified by the County; or
8. Enhances the surrounding environment in which the real property is located.

2.29 **"Water Efficiency Improvement Project"** means an improvement to real property, facilities or equipment, and all necessary appurtenances and incidentals thereto, with a useful life of not less than ten (10) years that is designed to:

1. Reduce the water consumption of the real property; or,
2. Conserve or remediate water, in whole or in part, on the real property.

SECTION 3

ADMINISTRATION OF THE C-PACE PROGRAM: CREATION AND ADMINISTRATION OF DISTRICT, FINANCING, ELIGIBILITY AND GENERAL INFORMATION

3.1 AUTHORIZATION OF A DISTRICT. The Board of Commissioners hereby authorizes the creation of a District pursuant to NRS 271.6312(2), the ultimate boundaries which the jurisdictional boundaries of the County, in their entirety as described on Exhibit A attached hereto and incorporated herein by this reference. Pursuant to NRS 271.6315(2)(a) - (d), the Board of Commissioners hereby excludes from the District, and shall be deemed to have disapproved from inclusion in the District, any Tract unless and until: (a) the Property Owner of the Tract upon which a Qualified Improvement Project will be located enters into an Assessment Agreement with the County pursuant to Section 3; (b) the amount of the Assessment and Assessment Lien that will be placed on the Tract for the Qualified Improvement Project, if used for retrofitting an existing structure, does not exceed 25% of the fair market value of the property assessed; (c) the amount of the Assessment and Assessment Lien that will be placed on the Tract for a Qualified Improvement Project, if used for new construction or a gut rehabilitation, does not exceed 35% of the fair market value of the property assessed; (d) the outstanding amount owed on all Recorded instruments which are liens against the Tract, including the Assessment and Assessment Lien, will not exceed 90% of the estimated fair market value of the property assessed; and any Lender who, as of the date of the Recording of the Notice of Assessment and Assessment Lien, holds a lien on the Tract on which the Qualified Improvement Project will be located, consents in writing to the levy of an Assessment and Assessment Lien against the Tract to secure the repayment of the Financing, which shall be in Recordable form and be binding on the holder of the lien who signs the consent, together with its successors and assigns pursuant to Section 3. Determination of fair market value under this 3.1 shall be determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325 in the Program Guide.

3.2 CREATION OF THE DISTRICT. The District shall be comprised of Tracts within the boundaries created by Section 3.1 against which there has been Recorded a Notice of Assessment and Assessment Lien and for which no Release (as defined below) has been Recorded.

3.3 PARTICIPATION IN THE PROGRAM. The Program Administrator shall formally implement the Program through the creation of a publicly accessible website through which the public may submit applications for the Program

3.4 PROGRAM ADMINISTRATION. The County may enter into a contract with a qualified, third-party Program Administrator to assist County staff in the creation and implementation of the C-PACE program. The County may authorize such Program Administrator to perform various tasks in accordance with the Act and this Resolution. The County may delegate authority to Record documents hereunder to the Program Administrator or to the Qualified Capital Provider. The Program Administrator may:

A. Develop additional Program requirements, forms, consents, and materials, as approved by the County Program Manager.
B. Create an application form and approved Property Owner applications.
C. Approve Qualified Service Companies and Qualified Capital Providers.
D. Develop the methods to determine Program eligibility requirements including:
    1. Loan-to-value and lien-to-value limitations pursuant to NRS 271.6315(2)(b)(d), inclusive;
    2. Insurance requirements;
    3. Supplemental sources of Financing; and
    4. Additional forms of security.
E. Conduct market analysis and Program marketing plans.
F. Develop Program quality assurance and quality control plan.
G. The Program Administrator may adopt such trade name or names under which to operate as the Program Administrator, which the consent of the County Program Manager, as it may from time to time determine.

3.5 COUNTY AUTHORITY. The County hereby delegates authority to the County Program Manager and District Attorney to negotiate the forms of the C-PACE documents attached to the Program Guide. The County hereby delegates authority to the County Program Manager to execute documents related to a Financing, including the Assessment Agreement, the Notice of Assessment and Assessment Lien and the C-PACE Assignment. The Program Administrator, in collaboration with the Board of Commissioners, County Program Manager, and District Attorney, may from time-to-time amend the Program Guide.

3.6 SOURCES OF FINANCING.

A. Except as provided in Section 3.6(8), Qualified Improvement Projects must be financed or refinanced only through an Assessment and Assessment Lien on the real property that secures the Financing obtained from a Qualified Capital Provider pursuant to a Financing Agreement.
B. In addition to, but not in lieu of the Financing pursuant to a Financing Agreement, a

Qualified Improvement Project may be financed or refinanced through an assessment on the real property to secure bonds issued pursuant to NRS 271.475. Any bond or interim warrant issued for Qualified Improvement Projects may not be used in furtherance or support of a Financing Amount under a Financing Agreement with a Qualified Capital Provider, must not be secured by a pledge of the general credit or taxing power of the County or by the surplus and deficiency fund established pursuant to NRs 271.428, and shall be supplemental to a direct financing by a Capital Provider pursuant to a Financing Agreement described in Section 3.6(C) below.

C. In a Financing through a Qualified Capital provider:
   i. The County shall assign the Assessment and Assessment Lien to the Qualified Capital Provider pursuant to the form of C-PACE Assignment attached to the Program Guide;
   ii. The Qualified Capital Provider is solely responsible for the billing, collection, and the enforcement of the Assessment and Assessment Lien; and
   iii. A Delinquent C-PACE Payment will result in the interest and penalties set forth in the Financing Agreement, and enforcement of a Delinquent C- PACE Payment shall be by judicial foreclosure in the manner of a mortgage.

3.7 ASSESSMENT AGREEMENT AND FINANCING AGREEMENTS. Each Property Owner of a Qualifying Commercial or Industrial Real Property or part thereof wishing to be an active and voluntary participant in the Program shall enter into a written voluntary Assessment Agreement with the County, whereby the Property Owner consents in writing to the specific amount of the Assessment and Assessment Lien that will be imposed for the Qualified Improvement Project to secure repayment of the Financing provided by the Qualified Capital Provider for the project and to the Recordation of the Notice of Assessment and Assessment Lien against its real property. Such Property Owner, or its lessee, as applicable, shall enter into a Financing Agreement with a Qualified Capital Provider that sets forth the applicable terms to repay the Financing Amount for a Qualified Improvement Project. A Notice of Assessment and Assessment Lien with the property legal description and Assessment Agreement attached shall be Recorded.

3.8 WRITTEN CONSENT OF LENDER. Each Lender on which Qualified Improvement Project will be located shall provide an executed and notarized Lender Consent in Recordable form. The Lender Consent is binding on the Lender who signs the consent. Each Lender Consent provided, and each amendment thereto must be Recorded, and once Recorded, is binding on the Lender who signed the consent and any other person or Lender who holds any interest in the Tract to which the Lender Consent relates and such Lender's successors, and assigns.

The Lender Consent only applies to person or entities meeting the definition of "Lender" herein as of the date of Recordation of the Notice of Assessment and Assessment Lien.

3.9 SPECIAL REVENUE FUND. The Board of Commissioners may create, by resolution a special revenue fund known as the "Lyon County C-PACE Program Special Revenue Fund," which shall be a separate and distinct source of funds for Qualified Improvement Projects unrelated to the Act, but which may not be used to repay installment payments under a

Financing Agreement.

For such Fund, the Board of Commissioners may authorize:

A. Revenue or transfers from the County's General Fund, bond proceeds issued for the District, special assessment proceeds, interest, program fees, grants, rebates, or donations.
B. The expenditure of revenues to:
   (1) Finance Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property within the District, and the completion of Energy Audits, engineering or architectural work, supplies, equipment, workforce development, and training;
   (2) Fund Program operations, marketing, supplies, or administrative costs of the Program;
   (3) Fund the cost of a bond issuance, interim warrant, other financing mechanisms, or incidental costs;
   (4) Fund a loan loss reserve fund; and
   (5) Accumulate earned interest on deposited funds or revenues of a reserve.

SECTION 4

ADMINISTRATION OF THE C-PACE PROGRAM: PROJECT ELIGIBILITY

4.1 APPLICATION PROCESSING. Within the District created, an interested Property Owner, a lessee, or a representative of the Property Owner, may submit an application to the County or its Program Administrator. The Program Administrator will review the application material and determine whether the real property and project meet the C-PACE Program eligibility requirements contained in the Act, this Resolution, and in the Program Guide. Project applications from interested Property Owners or lessees will be processed on a first come, first serve basis on its own merits and in accordance with the Act, this resolution and the Program Guide and shall only apply to the Tract set forth in the application.

4.2 SIZE THRESHOLDS. There is no minimum or maximum aggregate dollar amount that may be financed under the Program.

4.3 ELIGIBLE PROJECT. A Qualified Improvement Project located on a Qualifying Commercial or Industrial Real Property is eligible for the Program provided the required audit or feasibility study as described in the Program Guide has been reviewed by the Program Administrator and determined to be feasible with respect to its findings, savings, benefits, and compliance with any provisions within the Act, this Resolution or Program Guide without further action required by the Board of County Commissioners.

4.4 PROJECT ELIGIBILITY NOTIFICATION. The Program Administrator shall prepare and deliver to the Property Owner a project eligibility notification.

SECTION 5

ADMINISTRATION OF THE C-PACE PROGRAM: PROJECT FINANCING

5.1 ROLE OF COUNTY. Neither the County nor any authority or other governmental entity whose board is appointed by the County shall lend its credit under this C-PACE Program.

Unless otherwise specified in the Program Guide, the role of County shall be limited to:

A. Executing the written voluntary Assessment Agreement with the Property Owner.
B. Executing and Recording the Notice of Assessment and Assessment Lien for the property; and
C. Executing the C-PACE Assignment to the Qualified Capital Provider that provides the Financing of the Qualified Improvement Project.

5.2 FINANCING AMOUNTS; FEES AND COSTS. As described in Section 3.6 Qualified Capital Providers may finance projects under the Program. The Financing Agreement, entered into by a Property Owner or its lessee, as applicable, and Qualified Capital Provider for a Qualified Improvement Project, will specify that aggregate Financing Amount, which shall comprise the total cost of the Qualified Improvement Project(s), as well as interest on that amount during the Financing Term and any other C-PACE Program costs and closing fees. The interest rate of a Financing shall be determined by mutual agreement of Property Owner and Qualified Capital Provider. The amount of a C-PACE Financing shall be fully amortized in the C-PACE Installment Payments over the Financing Term as agreed by the Property Owner or lessee, as applicable and Qualified Capital Provider. The amount of Financing shall be fully amortized in the Installment Payments over the Financing Term as agreed by the Property Owner or lessee, as applicable, and qualified Capital Provider. Neither the County nor the County Program Manager shall be involved in the negotiation of the Financing Agreement.

5.3 FINANCING TERM. The Financing Term shall not exceed the useful life of the Qualified Improvement Project or, if the Qualified Improvement Project includes more than one improvement, the weighted average expected life of all Qualified Improvement Projects financed by the Financing Agreement or bond issuance.

5.4 AMINISTRATIVE FEES. The County may establish administrative fees to be applied to each financed Qualified Improvement Project. The C-PACE Program will be self-financed, and the Program fees charged to participating Property Owners are designed to cover the start-up and recurring costs to administer the Program. Each financed project administration fee, as approved by the County, and published in the Program Guide shall be disbursed to the Program Administrator at the closing of Financing by the Qualified Capital Provider.

5.5 FORM OF ASSESSMENT AND FINANCING AGREEMENT. The Assessment Agreement executed by the Property Owner and the County shall be in substantially the form attached to the Program Guide.

SECTION 6

ADMINISTRATION OF THE C-PACE PROGRAM: CLOSING AND LIEN RECORDING

6.1 REPAYMENT MECHANISM. Financings granted under the C-PACE Program will be repaid by collection of installment payments of the Financing Amount by the Qualified Capital Provider as described in Section 7.

6.2 NOTIFICATION OF CLOSING. Upon closing of Financing, the Program Administrator will promptly provide notice thereof to the County Program Manager, which notice shall include a statement of Financing Amount, executed and notarized Lender Consents, if any, and a copy of the Financing Agreement executed by all parties thereto. The County Program Manager shall provide such documentation to the District Attorney and County Clerk.

6.3 PROMPT LIEN RECORDING. At the closing of the Financing, the Notice of Assessment and Assessment Lien, with the Assessment Agreement and legal description of the Tract attached as an exhibit, and then the C-PACE Assignment, shall be Recorded in such order. Any amendments thereto must also be Recorded. Prior to closing the Financing, the Property Owner must submit to the Program Administrator and Qualified Capital Provider evidence that: (i) the Property Owner is current on payments of all loans secured by a mortgage or deed to trust lien on the property and on Real Estate Tax payment to the County, (ii) Property Owner and lessee, as applicable are not insolvent or subject to bankruptcy proceedings, and (iii) Property Owner's title to the Tract is not in dispute.

Following Recordation of the C-PACE Assignment, installment payments of the Financing Amount shall be billed and shall be collected and enforced by the Qualified Capital Provider or its designee.

SECTION 7

ADMINISTRATION OF THE C-PACE PROGRAM: BILLING, REPAYMENT, REMITTANCE, DELINQUENCIES, AND TRANSFERS

7.1 APPLICABILITY. The Program Guide may specify any necessary or applicable procedures with respect to billing, repayment, remittance, delinquencies, or transfers, and the role of the County, Program Administrator, and/or any Qualified Provider.

7.2 BILLING, REPAYMENT, DISBURSEMENT, REMITTANCE. Billing, collection, and repayment of the Financing Amount are the sole responsibility of the Qualified Capital Provider in amounts and at such time as described in the Financing Agreement.

7.3 DELINQUENCIES. Only the current C-PACE installment payment and any Delinquent C-PACE Payments shall be prior and superior to all liens, claims, encumbrances, and titles other than the liens and assessments of general taxes pursuant to NRS

361.450. Delinquent C-PACE Payments shall (i) accrue penalties and interest in accordance with the Financing Agreement, and (ii) be enforced in accordance with the Financing Agreement. Foreclosure is the sole responsibility of the Qualified Capital Provider and shall be performed in the manner of a judicial foreclosure of a mortgage.

7.4 TRANSFERS. The Property Owner subject to an Assessment and Assessment Lien shall assume the obligation to repay all remaining, unpaid C-PACE installment payment due under the Financing Agreement (according to the installment payment schedule,) whether the transfer of ownership was voluntary or involuntary. Only the current C-PACE installment payment and any Delinquent C-PACE Payments, together with any costs of collection under the Financing Agreement, shall be payable at the settlement of a foreclosure sale.

C-PACE loans may be transferred, assigned, or sold by a Qualified Capital Provider at any time during the Financing Term without consent from Property Owner, County, or any other party, provided that Qualified Capital Provider shall Record a C-PACE Assignment. Recordation of such assignment shall constitute an assumption by the successor Capital Provider of the rights and obligations contained in the Financing Agreement and the Assessment Agreement, as assigned by the County.

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The adoption of the foregoing Resolution was moved by _____, seconded by _____ and adopted on this ____ day of _____ by the following vote of the Board of County Commissioners of Lyon County.

AYES:
NAYS:

_____
_____, Chairperson
Lyon County Board of County Commissioners

ATTEST:

_____
_____, Clerk

LYON COUNTY NEVADA

CPACE

Commercial Property Assessed Clean Energy

EXHIBIT A – SCOPE OF WORK - Program Administration

SRS
accelerating clean energy

EXHIBIT A – SCOPE OF WORK
Program Administration

PURPOSE AND OBJECTIVE

This scope of work is for a qualified Program Administrator (PA) to assist Lyon County in development of a C-PACE program and, upon approval by the Lyon County Commissioners, implement the Lyon County C-PACE Program. The PA will design, implement, coordinate, and administer the Program pursuant to the program as proposed in Resolution No. _____ anticipated to be considered by the Lyon County Commissioners meeting on _____, 2025.

WORK PROGRAM AND DELIVERABLES

PROGRAM SET UP

Pursuant to draft Resolution No. _____, Section 3.4 (Program Administration), the PA will work with the designated County Program Manager to perform various tasks in accordance with NRS 271.3612 to 271.6325 and other applicable sections of the Resolution Notice after receiving a Notice to Proceed with Program Setup. Upon receipt of each of the following, as applicable, the County Program Manager shall accept the following items, or return them with comments or questions until all required materials are approved. Once items are substantially completed to the satisfaction of the County Program Manager, the County may issue a Notice to Proceed with Program Implementation:

The PA shall develop and deliver to the County Program Manager for review a draft printable PDF or electronic copies:

1. A Program Guide: the guide shall contain and specify:
    a. Roles and responsibilities of PA
    b. Requirements, rules, and responsibilities for Qualified Service Companies
    c. Requirements, rules, and responsibilities for Qualified Capital providers
    d. Program eligibility requirements for prospective applicants and commercial property owners, including:
        i. Loan to value and lien to value limits
        ii. Financing sources
        iii. The eligibility of different types or classes of commercial and industrial properties
        iv. Determinations of eligibility as described in draft Resolution 3410, Section 4.1. relating to both new construction projects and retrofits to existing buildings.
    e. Proposed process flow for projects from project initiation to project completion, considering the application, financing, construction,

closing, and lien-recording processes.
   f. Energy efficiency, renewable energy, resiliency and water efficiency project requirements, specifications, and feasibility.
   g. Quality assurance and quality control process.
   h. Any necessary program rules or interpretations.

2. Necessary forms and documents, including:
   a. Assessment Agreement: for property owners to execute an Assessment Agreement with the County
   b. Notice of Assessment and Assessment Lien: for property owners to faciliate recording an Assessment and Assessment Lien in the County Land Records
   c. Assignment of Assessment and Assessment Lien: for County officials to faciliate the assignment of the Assessment and Assessment Lien to the Qualified Capital Provider
   d. Lender Consent: for lien holders who wish to consent to an Assessment and Assessment Lien
   e. Capital Provider Application: for capital providers who wish to fund C-PACE projects
   f. Contractor Application: for contracting and project development firms who wish to register with the C-PACE program
   g. Project Application: for property owners wishing to apply for C-PACE financing.

3. The C-PACE Program is designed to be self-sustaining at no cost to the County. A one-time program administration fee equal to 2.6 percent of the Financing Amount, not to exceed $75,000 per Financing, is charged to the Qualified Improvement Project's Property Owner. Such fee shall be disbursed to the Program Administrator by the Qualified Capital Provider at closing of the Financing.

4. The PA may conduct and market analysis at its discretion and at its cost. Should such analysis be conducted, the results of which will be shared with the County Program Manager. The timing of such a market analysis may extend after Program Setup.

5. The PA shall develop a program website which shall be incorporated with existing northern Nevada C-PACE programs: Reno C-PACE, Sparks C-PACE, Fernley C-PACE, Washoe County C-PACE and Pershing County C-PACE. The website can be linked to the County's primary website. The website launch shall be coordinated with the County Program Manager as necessary and applicable.

6. The PA may develop additional marketing materials or collateral for the Program, coordinated with the County Program Manager as necessary and applicable.

PROGRAM IMPLEMENTATION

1. The Program shall begin after the PA receives a Notice to Proceed with Program Implementation from the County Program Manager. Throughout Program Implementation, the PA shall maintain staff dedicated to the Program and provide the County with direct personnel contact capable of managing the program and addressing concerns, complaints, or questions.

2. Pursuant to the approved Program Guide the PA shall:
   a. Market the program and search for prospective property owners and applicants; other outreach may be formed by the PA as desired.
   b. Maintain the program website to provide program information, applications, forms, and track useful or required data and analytics.
   c. Continuously recruit and retain qualified Capital Providers and Qualified Service companies.
   d. Maintain and update the Program Guide, program forms, and any other information as necessary, subject to the concurrence of the County Program Manager.
   d. Perform the process flow for each individual project on an ongoing basis throughout the term of implementation; the project implementation and process flow for each individual project shall generally be uniform and consistent throughout the duration of the program and shall follow the approved Program Guide.

REQUIRED MEETINGS

The PA shall have a kick-off meeting with the County Program Manager during the Program setup period and meet as needed thereafter. At the conclusion of Program Setup and prior to Program Implementation, the PA and County Program Manager shall meet again to discuss implementation. Thereafter, the County Program Manager and the PA shall meet on an as-needed basis.

Sustainable Real Estate Solutions, Inc.



Brian J. McCarter
CEO
Email: bmccarter@PACEworx.com

LYON COUNTY NEVADA

CPACE

Commercial Property Assessed Clean Energy

Assessment Agreement for C-PACE Financing

Assessment Agreement for C-PACE Financing

[INSERT JURISDICTION NAME]

This ASSESSMENT AGREEMENT for C-PACE FINANCING (this "Assessment Agreement") is made and entered into as of this _____ day of _____, 20__ (the "Effective Date") by and between [INSERT JURISDICTION NAME] (the "Jurisdiction"), and [INSERT OWNER NAME] (the "Property Owner"). Capitalized terms used herein but not otherwise defined have the meanings ascribed such terms in the Resolution (as defined below).

RECITALS

WHEREAS, the Jurisdiction, on [INSERT DATE], established the [INSERT JURISDICTION NAME] Commercial Property Assessed Clean Energy Program (the "Program") through the adoption of Resolution No. [INSERT NUMBER] (the "Resolution"), which provides for the financing of one or more Qualified Improvement Projects on Qualifying Commercial or Industrial Real Property in the [INSERT JURISDICTION NAME] District through the creation of contractual Assessment and Assessment Lien pursuant to NRS 271.6312 through 6325, inclusive[1] (as may be amended from time-to-time, the "Act");

WHEREAS, the purpose and method of approval of Financing under the Program are described in the Program Guide attached to the Resolution, as the same may have been amended from time-to-time prior to the Effective Date;

WHEREAS, Property Owner is the owner of fee title of that certain Tract identified on Exhibit A attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Property is located within the District, and the Jurisdiction has consented to owners of eligible properties within its jurisdiction participating in the Program;

[WHEREAS, [ENTITY NAME] is a lessee of Property Owner at the Property and is the applicant for the Program, and Property Owner wishes to consent to participation of the Property in the Program pursuant to this Assessment Agreement;] [WHEREAS, Property Owner has applied as the applicant for the Program and wishes to enter into this Assessment Agreement to document the terms and conditions of such participation;][2]

WHEREAS, the subject application for the Program, including a description of the Qualified Improvement Projects to be acquired, constructed on and/or installed on the Property together with evidence of eligibility for the Program as required by the Act, the Resolution and the Program Guide, has been deemed by the Program Administrator to be complete;

WHEREAS, the Program Administrator has reviewed such application materials to assess compliance with the Act, the Resolution and Program Guide, and the Qualified Improvement Projects on the Property listed on identified on Exhibit B attached hereto and incorporated herein by this reference (collectively, the "Approved Project") comply with such criteria and are approved for participation in the

[1] Update with any additional sections once codified.
[2] NTD (delete prior to execution): Delete bracketed language as appropriate.

Program;

WHEREAS, the Approved Project is to be financed pursuant to a Financing Agreement between the [Property Owner][lessee] (the "Applicant") and a Capital Provider, pursuant to which the Applicant agrees to repay the Capital Provider the Financing Amount;

WHEREAS, pursuant to the Act and the Resolution, the Jurisdiction and the Property Owner must enter into this Assessment Agreement;

WHEREAS, it is a condition to closing of the Financing under the Financing Agreement that the Property Owner and the Jurisdiction enter into this Assessment Agreement and that this Assessment Agreement and the Assessment and Assessment Lien created hereby be assigned to the Capital Provider; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have the Assessment and Assessment Lien created and Recorded against the Property and to enter into this Assessment Agreement in order to finance the installation on the Property of the Approved Project on the terms set forth in the Financing Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the Jurisdiction formally covenant and agree as follows, with the intent to bind themselves and their respective successors and assigns:

AGREEMENT

Section 1. Purpose. This Assessment Agreement relates to the Property. The Property Owner has supplied to the Program Administrator evidence of its ownership of fee title to the Property and its legal authority to execute and deliver this Assessment Agreement. The Property Owner and the Jurisdiction are entering into this Assessment Agreement for the purpose of documenting the Property's participation in the Program and to establish Property Owner's consent as required under the Act and the Resolution. The parties acknowledge and agree that the Property is a Qualifying Commercial or Industrial Property and that the Approved Project, whether the refinancing, purchase, installation or construction thereof, constitutes a Qualified Improvement Project on the Property. The Property Owner shall be deemed to own the Approved Project pursuant to NRS 271.6312(3), but this Assessment Agreement shall not restrict Property Owner's right to sell, encumber or lease the Approved Project in its discretion.

Section 2. Assessment and Lien; Assignment.

(a) The Property Owner agrees to the creation of the Assessment and Assessment Lien, which is created hereby and requires no further ordinance or resolution by the Governing Body. Further, the Property Owner acknowledges and agrees that, upon the execution and delivery of this Assessment Agreement by the parties, the Property Owner voluntarily and willingly consents to notice of the Assessment and Assessment Lien being Recorded against the Property by the Jurisdiction in the principal amount of $[INSERT $ AMOUNT] together with all interest, penalties, and fees as described in the Financing Agreement, which shall be deemed the Financing Amount. Upon execution and delivery of this Assessment Agreement, Property Owner expressly consents to the Jurisdiction executing and Recording a Notice of Assessment and Assessment Lien in substantially the form prescribed by the

Program Guide, which includes this Assessment Agreement as an exhibit, evidencing the Financing Amount (the "Notice"). The Recording of the Notice will cause the Assessment and Assessment Lien to attach as a lien upon the Property for the benefit of the Jurisdiction and will provide record notice to third parties of the existence of the Assessment and Assessment Lien.

(b) [The Approved Project relates to an existing structure, and the Financing Amount does not exceed twenty-five percent (25%) of the fair market value of the Property assessed as determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325;][The Approved Project relates to a new build or gut rehabilitation, and the Financing Amount does not exceed thirty-five percent (35%) of the fair market value of the Property assessed as determined by a certified appraiser pursuant to guidelines adopted pursuant to NRS 271.6325;][3]

(c) The execution and delivery of this Assessment Agreement by the parties authorizes and effectuates the creation of the Assessment and Assessment Lien by the Jurisdiction against the Property and Recordation of the Notice without any further action required by the parties or by the Governing Body.

(d) The Property Owner hereby promises to pay the Financing Amount in installments for a period of [INSERT # OF YEARS] years on the due dates set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Schedule"). The Property Owner agrees, as provided in the Financing Agreement, to pay the amount due in installments according to the Schedule (each, an "Installment"), and each Installment must be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties under the Financing Agreement.

(e) The Financing Amount shall be secured by the Assessment and Assessment Lien until paid in full. Failure to pay any Installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions of the Financing Agreement. In addition, under those circumstances, the Assessment and Assessment Lien may be foreclosed in the manner specified in Section 3 below.

(e) The Assessment and Assessment Lien, together with this Assessment Agreement, shall be assigned pursuant to an Assignment of Assessment and Assessment Lien in substantially the form set forth in the Program Guide (the "Assignment") by the Jurisdiction to the Qualified Capital Provider (for the benefit of the Qualified Capital Provider and its designees and assigns). The Assignment shall be executed and delivered by the Jurisdiction contemporaneously with this Assessment Agreement and Recorded immediately following the Notice at the closing of the Financing pursuant to the Financing Agreement.

Section 3. Collection of Installments; Foreclosure.

(a) The Installments shall be collected in the manner specified in the Financing Agreement.

(b) The Property Owner acknowledges that if any Installment is not paid when due, the Assessment and Assessment Lien may be enforced by judicial foreclosure like a mortgage by the

[3] NTD (delete prior to execution): Delete the bracketed language that does not apply to the Approved Project.

Capital Provider.

(c) Property Owner expressly consents to prosecution of said action of foreclosure by Capital Provider in accordance with the terms of the Financing Agreement. The Jurisdiction shall have no obligation to prosecute such foreclosure on behalf of the Capital Provider, or to otherwise participate in such foreclosure, except to the extent that any action on the part of the Jurisdiction or any Jurisdiction official is required in order to allow the Capital Provider to prosecute or effectuate the foreclosure proceeding or to ratify or confirm any action of the Capital Provider taken in furtherance of the foregoing, as contemplated in the Act or the Resolution.

(d) [Because this Assessment Agreement covers multiple parcels, an action of foreclosure on a parcel or parcels shall be brought in accordance with the terms specified in the Financing Agreement, to the extent consistent with the requirements of the Act.][4]

Section 4. Term; Runs with the Land.

(a) Except as otherwise set forth in this Assessment Agreement, this Assessment Agreement shall terminate upon payment in full of the final Installment or prepayment in full of the Financing Amount. Following such termination, the Jurisdiction shall cause to be executed, delivered and Recorded a Release in substantially the form provided in the Program Guide.

(b) Once the Notice is Recorded, the Assessment and Assessment Lien shall (i) run with the land until the Financing Amount is paid in full and released of record, (ii) not be subject to acceleration or extinguishment by the sale of any of the Property on account of the non-payment of general taxes, and (iii) be prior and superior to all liens, claims, encumbrances and titles other than the liens of assessments and general taxes attached to the Property pursuant to the provisions of NRS 361.450. In the event of a default under the Financing Agreement or foreclosure by another Lender against the Property, the balance of the Financing Amount that has not yet become due is not accelerated or eliminated but shall continue to run with the land and bind successors of Property Owner.

(c) Each amendment to this Assessment Agreement must be executed by the Jurisdiction and the Property Owner and must be Recorded, and once so Recorded is binding upon the signatories and any other person who holds any interest in the Property, regardless of whether that interest arose before or after the Recording of the Notice.

(d) The Property shall not be subdivided unless permissible under the terms of the Financing Agreement. In the event of subdivision, allocation of the Assessment and Assessment Lien between subdivided parcels will be pursuant to the terms of the Financing Agreement.

Section 5. Recordation of Documents. The Jurisdiction shall cause to be Recorded the Notice, which includes this Assessment Agreement as an exhibit, and such other documents that are attached as Exhibits to this Assessment Agreement, or may delegate authority to Record to the Capital Provider. Once Recorded, this Assessment Agreement shall be binding on the Property Owner and any other person who holds any interest in the Property regardless of whether such interest in the Property came into existence before or after the Recording hereof.

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[4] NTD (delete prior to execution): Delete if only one parcel.

Section 6. Further Assurances. The parties agree to from time-to-time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Assessment Agreement.

Section 7. Binding Effect; Assignment. This Assessment Agreement inures to the benefit of and is binding upon the Jurisdiction, the Property Owner and their respective successors and assigns. The obligation to pay the Financing Amount set forth in this Assessment Agreement is an obligation of the Property, and no agreement or action of the Property Owner (other than repayment of such amount in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue foreclosure or the right to enforce the collection of the outstanding balance or any Installment against the Property. With exception of Section 8 which may not be assigned, any assignee of the Jurisdiction shall be a party to this Assessment Agreement and shall have all of the rights and obligations of the Jurisdiction hereunder to the extent that such rights and obligations have been assigned by the Jurisdiction pursuant to the assignment documentation between the Jurisdiction and the assignee. The Jurisdiction may furnish any information concerning the Property Owner in its possession from time-to-time to prospective assignees.

Section 8. No Liability of the Jurisdiction. Except for the imposition and amount of the Assessment and Assessment Lien, in no event is the Jurisdiction responsible for the form of this Assessment Agreement or any statement, term, provision or other matter contained herein. Pursuant to NRS ____,[5] other than for its willful misconduct, the Jurisdiction shall incur no liability as a result of any provision of this Assessment Agreement, nor shall any members of the Governing Body, employees, board members and executives of the Jurisdiction be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Assessment Agreement, other than for their willful misconduct. This Section shall inure only to the Jurisdiction, its Governing Body, employees, board members, and executives, and not to the benefit of the Jurisdiction's successors or assigns of this Assessment Agreement. The Municipality shall not be liable for any amounts due pursuant to a Qualified Improvement Project.

Section 9. Indemnification. Property Owner agrees to defend, indemnify and hold the Jurisdiction, its Governing Body, employees, agents and contractors harmless from any and all claims, including, but not limited to, reasonable attorneys' fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with this Assessment Agreement, the Approved Project, the Notice and the Assessment and Assessment Lien. Property Owner's duty to indemnify the Jurisdiction shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the Jurisdiction, its Governing Body, employees, agents or contractors.

Section 10. Governing Law; Venue; Jury Trial Waiver. This Assessment Agreement is governed by and construed in accordance with the laws of the State of Nevada. Any legal action brought under this Assessment Agreement must be instituted exclusively in the state and federal courts located within [COUNTY NAME], Nevada. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSESSMENT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO

[5] Insert NRS reference once codified (Section 13.5 of the Act).

A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSESSMENT AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS ASSESSMENT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.

Section 11. Severability. Each and every provision of this Assessment Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Assessment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Assessment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assessment Agreement shall be valid and shall be enforced to the extent permitted by applicable law.

Section 12. Counterparts. This Assessment Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 13. Conflicts. In the event of a conflict between this Assessment Agreement and the Financing Agreement, the terms and conditions of this Assessment Agreement shall control. This Assessment Agreement is subject to the Act and the Resolution in all respects and the terms and conditions of the Act and the Resolution are incorporated herein by this reference.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the Jurisdiction and the Property Owner have caused this Assessment Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

JURISDICTION:

[INSERT JURISDICTION NAME]

[INSERT JURISDICTION SIGNATURE BLOCK]

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of [JURISDICTION NAME].

(Seal, if any)

_____
Signature of Notarial Officer

[*Signatures continue onto the following page*]

PROPERTY OWNER:

[PROPERTY OWNER NAME]

By:_____
Name:_____
Its:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of [PROPERTY OWNER NAME].

(Seal, if any)

_____
Signature of Notarial Officer

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(To be inserted)

EXHIBIT B

APPROVED PROJECT

(To be inserted)

EXHIBIT C

SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	**Total Payment Due**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
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LYON COUNTY NEVADA

CPACE

Commercial Property Assessed Clean Energy

ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN

AND ASSESSMENT AGREEMENT

APN(s): [INSERT]

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

[NAME]
[ADDRESS]
Attn: [NAME]

[The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030)][1]

ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT

This ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT (this "Assignment") is dated as of _____, 20__ by [INSERT NAME OF JURISDICTION] ("Assignor"), and [INSERT NAME OF CAPITAL PROVIDER] ("Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to and interest under, that certain Notice of Assessment and Assessment Lien, dated as of [INSERT DATE], made by [INSERT NAME OF PROPERTY OWNER] ("Property Owner") and Assignor, recorded immediately prior to this instrument in the official records of the the County Recorder of [INSERT COUNTY NAME], Nevada (the "Notice"), with respect to that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, together with that certain Assessment Agreement, dated as of [INSERT DATE], between Property Owner and Assignor, which is attached as an exhibit to the Notice, together with the obligations secured by the Notice and all other instruments, documents and certificates executed in connection therewith (collectively, the "C-PACE Lien"). Assignee hereby accepts and assumes all of Assignor's rights in, title to and interest under the C-PACE Lien, together with the obligations of Assignor secured by the C-PACE Lien.

[1] NTD (delete prior to execution): Confirm County recording requirements (this statement is not required in Clark County). Margins should be at least 1" all around with all font, including footers, being at least 10pt. Blue or black ink should be used for signature and the Nevada statutory form of notary block should be used if notarized within Nevada.

Consistent with Section ____[2] of the Nevada Revised Statutes (as amended from time-to-time, "NRS"), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the installments described in the Assessment Agreement, including, at Assignee's election, pursuing a judicial foreclosure of the C-PACE Lien like a mortgage. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required to allow Assignee to prosecute or effectuate the judicial foreclosure like a mortgage or to ratify or confirm any action of Assignee taken in furtherance of the foregoing as contemplated in Resolution No. [INSERT #], adopted by the governing body of Assignor on [INSERT DATE], adopting to Assignor's Commercial Property Assessed Clean Energy financing program, consistent with NRS 271.6312—6325, inclusive.[3]

[*Signatures appear on following page*]

[2] Replace with NRS section once codified from SB 283 Sections 11(5)—(6).
[3] Update with NRS reference once codified.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

"ASSIGNOR"

[INSERT JURISDICTION NAME]

[INSERT JURISDICTION SIGNATURE BLOCK]

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of [JURISDICTION NAME].

(Seal, if any)

_____

Signature of Notarial Officer

[*Signatures continue onto the following page*]

"ASSIGNEE"

[CAPITAL PROVIDER NAME]

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of [CAPITAL PROVIDER NAME].

(Seal, if any) _____

Signature of Notarial Officer

EXHIBIT A

LEGAL DESCRIPTION

(Attached)

LYON COUNTY NEVADA

CPACE

Commercial Property Assessed Clean Energy

Notice ASSESSMENT AND ASSESSMENT Lien

APN(s): [INSERT]

RECORDING REQUESTED BY
AND WHEN RECORDED
RETURN TO:

[NAME]
[ADDRESS]
Attn: [NAME]

[The undersigned hereby affirms that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030)][1]

ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT

This ASSIGNMENT OF ASSESSMENT AND ASSESSMENT LIEN AND ASSESSMENT AGREEMENT (this "Assignment") is dated as of _____, 20__ by [INSERT NAME OF JURISDICTION] ("Assignor"), and [INSERT NAME OF CAPITAL PROVIDER] ("Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to and interest under, that certain Notice of Assessment and Assessment Lien, dated as of [INSERT DATE], made by [INSERT NAME OF PROPERTY OWNER] ("Property Owner") and Assignor, recorded immediately prior to this instrument in the official records of the the County Recorder of [INSERT COUNTY NAME], Nevada (the "Notice"), with respect to that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, together with that certain Assessment Agreement, dated as of [INSERT DATE], between Property Owner and Assignor, which is attached as an exhibit to the Notice, together with the obligations secured by the Notice and all other instruments, documents and certificates executed in connection therewith (collectively, the "C-PACE Lien"). Assignee hereby accepts and assumes all of Assignor's rights in, title to and interest under the C-PACE Lien, together with the obligations of Assignor secured by the C-PACE Lien.

[1] NTD (delete prior to execution): Confirm County recording requirements (this statement is not required in Clark County). Margins should be at least 1" all around with all font, including footers, being at least 10pt. Blue or black ink should be used for signature and the Nevada statutory form of notary block should be used if notarized within Nevada.

Consistent with Section ____[2] of the Nevada Revised Statutes (as amended from time-to-time, "NRS"), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for enforcing the obligation of Property Owner to pay the installments described in the Assessment Agreement, including, at Assignee's election, pursuing a judicial foreclosure of the C-PACE Lien like a mortgage. Assignor shall have no obligation to prosecute such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required to allow Assignee to prosecute or effectuate the judicial foreclosure like a mortgage or to ratify or confirm any action of Assignee taken in furtherance of the foregoing as contemplated in Resolution No. [INSERT #], adopted by the governing body of Assignor on [INSERT DATE], adopting to Assignor's Commercial Property Assessed Clean Energy financing program, consistent with NRS 271.6312—6325, inclusive.[3]

[*Signatures appear on following page*]

[2] Replace with NRS section once codified from SB 283 Sections 11(5)—(6).
[3] Update with NRS reference once codified.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

"ASSIGNOR"

[INSERT JURISDICTION NAME]

[INSERT JURISDICTION SIGNATURE BLOCK]

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of [JURISDICTION NAME].

(Seal, if any)

_____

Signature of Notarial Officer

[*Signatures continue onto the following page*]

"ASSIGNEE"

[CAPITAL PROVIDER NAME]

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____

as _____ of [CAPITAL PROVIDER NAME].

(Seal, if any) _____

Signature of Notarial Officer

EXHIBIT A

LEGAL DESCRIPTION

(Attached)

LYON COUNTY COMMISSION AGENDA ITEM REQUEST

To: Lyon County Commissioners:

Lyon County Manager:

Lyon County Clerk @ countyclerks@lyon-county.org

Pursuant to NRS Chapter 244, Mineral Heights Apartments and Brent Lovett hereby requests the following Resolution be placed upon the Lyon County Commission Agenda.

Category: Clean Energy C-Pace Funding

Prepared by: Brent Lovett Phone: 775-505-4611

Presented by: Brent Lovett Phone: 775-505-4611

Action requested: Past Attached Resolution to Allow C-Pace lending within Lyon County.

RESOLUTION CREATING A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY PROGRAM TO PROVIDE THE MEANS OF FINANCING ONE OR MORE ENERGY EFFICIENCY IMPROVEMENT PROJECTS, RENEWABLE ENERGY PROJECTS, WATER EFFICIENCY IMPROVEMENT PROJECTS OR RESILIENCY PROJECTS FOR QUALIFYING COMMERCIAL OR INDUSTRIAL REAL PROPERTY; TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

NRS Chapter 271 at Sections 271.6312-6325, as amended by SB 283 (collectively, the "Act") enables Nevada County's, without an election, to adopt a resolution whereby the Governing Body of the County specifies the procedure for the creation and administration of a district, which may constitute the entire jurisdictional boundaries of the County, with the purpose of financing one or more Qualifying Improvement Projects with willing owners of Qualifying Commercial or Industrial Real Property ("District"), a program generally known as a "Commercial Property Assessed Clean Energy Program" or "C-PACE Program".

Financial Impact to County: None

Legal Review Required: Yes

Financial Review Required: Yes

Submitted to Finance: November 10th, 2024

Resolutions are written statements made by a governing body that commonly deal with matters of a special or temporary nature. Resolutions are often used to persuade other legislative bodies (i.e. at the state or federal level) to adopt legislation that is beyond the powers of the local body. Resolutions are required at times to officially notify other governmental entities of board decisions. Resolutions seldom, if ever, contain penalties and are the most common form of legislation used by a governing body to deal with special matters not affecting the general public. While most resolutions are presented in writing, oral resolutions are permissible and are not a violation of Nevada's Open Meeting Law.

20 March 2025

Gavin Henderson, Director of Community Development
Lyon County, Nevada
27 S. Main Street
Yerington, NV 89447

re: C-Pace

Dear Gavin,

I am writing this as a concerned citizen and not as a Planning Commissioner. Our county has had a struggle for years to stay above water. After attending the 5-county review at the Fandango Casino, I realize all, but one county share the same issues. This is scary!

Due to our population base, I feel many contractors are not willing to invest a lot of capital in Lyon County, due to the higher risk of failing, especially in areas like Smith Valley and Silver Springs. I speak to many developers, and they say," we are not a friendly partner". We need commercial partners as their projects bring both jobs and taxes and we need both.

I have been reviewing the information on C-Pace opportunities since late last year. I believe the county manager and controller have also had information for this period of time. Nevada has approved its use and has mandated that the counties and cities have the final say.

I went to the Governor's Office of Energy to seek answers to my questions and found the following:

What is C-PACE?

Commercial Property Assessed Clean Energy (C-PACE) is a financing program enabled by a state to encourage efficient building practices. A building owner has access to low-cost, long-term, non-recourse private capital funding. The amount of funding is determined by the equipment and other costs in the construction budget that impact

energy & water use, renewable improvements, or building resiliency. The repayment of the private capital is made through a long-term special tax assessment on the property.

C-PACE in Nevada

Nevada has enacted legislation during the 2021 Legislative Session: SB283 created a Commercial Property Assessed Clean Energy (C-PACE) program in Nevada. This legislation authorizes a municipality to pass a resolution to allow C-Pace funding in which commercial projects that include energy efficiency, renewable energy, resiliency, or water efficiency investments are eligible for C-PACE financing.

C-PACE is designed to help qualifying commercial, industrial, and multifamily (with 5 or more units) property owners access long-term financing for the installation of qualifying energy efficiency, water efficiency, renewable energy, and resiliency projects.

C-PACE financing is provided by private capital providers in an open market. The financing is secured through a voluntary Assessment and Assessment Lien that is levied against the owner's property. The financing term is based on the weighted average estimated useful life of the improvements.

C-PACE is also available to commercial real estate developers who design and construct new buildings. C-PACE financing has proven to be attractive to developers who use it to reduce their project's weighted average cost of capital or fill gaps in their financing plan. The C-PACE Financing Amount for new construction or gut rehabilitation projects can be up to 35% of the fair market value of the property assessed.

In order for a C-PACE program to be implemented, the local governing body must adopt a resolution for the creation and administration of a C-PACE program for the purpose of financing energy efficiency or renewable energy projects. The legislation does not mandate that the local government adopt a C-PACE program; it is strictly voluntary, but it does require that a resolution be adopted, and procedures put in place if the local government chooses to implement a C-PACE program.

SB283 enables a lien to be attached to the property which is superior to the mortgage and runs with the property, thus allowing the property to be sold and payments to continue through the next owner just as property taxes are paid.

The funding for the project would typically come from conventional lenders, such as a bank or credit union, or a private investor. It is considered property assessed but is independent of the local government balance sheet. **This means that the local**

government is not responsible for providing the capital or recovering any losses; a third party collects the payments and manages the program. Lyon County has no downside, just the upside of new projects, jobs and additional tax revenue.

This program encourages developers to come to our county vs another, as they can receive great savings here. We need this incentive and should do everything we can to make it work.
Every program takes work to set up. We pay our staff to do just that. Instead of looking for ways to not do it, we need to find ways to make it work. Counties using C-Pace have done the hard work for us in formulating the Resolution. There are several resources available to assist the county, so you are not in the dark.

I project that Smith Valley will see more changes than other areas in Lyon County, as the ground water is being sold off to the Conservancy and gone forever. As agriculture (farmers) are getting killed financially, they need to have flexibility to develop their land as needed to survive. I know farmers that did not even make enough to pay their taxes last year.

Housing is another major issue in this county. Our kids have to leave to find affordable housing. Our farmers need housing for their employees. C-Pace will go a long ways is assisting with this.

You as officers of the county have the responsibility to generate enough taxes to maximize our tax revenue. I know of several projects that will benefit from this program and put shovels in the ground quicker.

Please do not delay this program. County management has had ample time to review, reach out to those who have implemented it and gotten their questions answered. Kicking it down the road is not fair to the developers or beneficial to the county.

Please vote yes on getting the resolution approved and in place.

Thank you for your consideration and continued service to the county.

Sir Mark Jones

Sir Mark Jones, Dunmovin Ranch

60 Artesia RD.
Wellington, NV. 89444